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

ITEM: 3.30
(ID # 28148)
MEETING DATE:
Tuesday, July 29, 2025

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify and Approve the Third Amended and Restated Agreement HHPWSCoC-HHIP-11 with Operation Safe House for Street Outreach, Approve the Second Amended and Restated Agreement with Riverside University Health System - Behavioral Health for Street Outreach, and Ratify and Approve the Subrecipient Agreement HWSCoC-0000126 with City of Lake Elsinore for Street Outreach Utilizing Housing and homeless Incentive Program (HHIP) Funding; All Districts. [Total Cost: $1,120,120; 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the attached Third Amended and Restated Agreement HHPWSCoC-HHIP-11 with Operation Safe House (OSH) for Street Outreach (SO) services for the HHIP funding total in the amount of $385,080 and total agreement amount of $1,402,261 for a period beginning March 1, 2023, through December 31, 2027;

2. Approve the attached Second Amended and Restated Agreement HHPWSCoC-HHIP-14 with Riverside University Health System – Behavioral Health (RUHS-BH) for Street Outreach (SO) services for the HHIP funding total in the amount of $529,870.39 and total agreement amount of $4,657,820.20 for a period beginning March 1, 2023, through December 31, 2027;

3. Ratify and approve the attached Subrecipient Agreement HWSCoC-0000126 with the City of Lake Elsinore (Lake Elsinore) for Street Outreach (SO) services for the total amount of $205,170 for a period beginning July 1, 2025, through December 31, 2027;

Continued on page 2

ACTION:Policy

Heidi Marshall, Director 7/3/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Medina 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:	July 29, 2025
xc:	HWS

Kimberly A. Rector
Clerk of the Board
By: _____ Deputy

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the HWS Director, or designee, to execute the attached Third Amended and Restated Agreement HHPWSCoC-HHIP-11 with Operation Safe House (OSH), Second Amended and Restated Agreement HHPWSCoC-HHIP-14 with RUHS-BH, and Subrecipient Agreement HWSCoC-0000126 with Lake Elsinore, as approved as to form by County Counsel;

5. Ratify and Direct the Purchasing Agent, based on the availability of fiscal funding, to issue purchase order(s) for the services rendered and invoices received that do not exceed the Board approved funding amount; and

6. Authorize the Director of HWS, or designee, to administer all actions necessary related to the administration of the HHIP program grant, subject to the terms and conditions of the Standard Agreement, and as approved as to form by County Counsel, to: (a) sign amendments to the agreements that make modifications to the scope of services that stay within the intent of the agreement; (b) move allocated funds between the HHIP subrecipients; and (c) sign amendments extending the period of performance for the grant projects and modifying the compensation provisions that do not exceed the sum total of $224,024, as approved by Inland Empire Health Plan (IEHP).

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$560,060	$560,060	$1,120,120	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: 100% State Funds			**Budget Adjustment:** No	
			For Fiscal Year: 25/26 – 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 10th, 2023, pursuant to Minute Order 3.15, the Board of Supervisors (Board) approved and accepted an initial allocation of $32,600,000 from Inland Empire Health Plan (IEHP) and $2,495,000 from Molina of California Healthcare in Housing and Homelessness Incentive Program (HHIP) funds awarded to the Department of Housing and Workforce Solutions (HWS). A total of $5,076,108.17 was allocated to service providers carrying out street outreach activities, which aim to deliver case management services for individuals experiencing unsheltered homelessness. HHIP funds are designed to: 1) Reduce and prevent homelessness, and 2) Ensure Managed Care Plans (MCP) develop the necessary capacity and partnerships to connect their members to needed housing services.

HWS is requesting additional actions for three of the street outreach service providers which include Operation Safe House, Inc. (OSH), Riverside University Health System – Behavioral Health (RUHS-BH), and City of Lake Elsinore:

1. The agreement with OSH needs to be ratified and amended as the period of performance expired on June 30th, 2025. The agency is requesting additional time through December 31st, 2027, to fulfill their project goals and expend 100% of the funds.

2. The agreement with RUHS-BH needs to be amended as the period of performance is set to expire on September 30th, 2025. The agency is requesting additional time through December 31st, 2027, to fulfill their project goals and expend 100% of the funds.

3. The agreement with the City of Lake Elsinore was pending negotiations prior to execution and both parties are now ready to move forward. The project will also include a period of performance through December 31st, 2027.

Agency Name	Project Type	Period of Performance	Allocated Funding Amount	Unexpended Funding Amount
Operation Safehouse	Street Outreach (Youth)	3/1/23-12/31/27	$385,080.00	$223,822.08
RUHS-BH	Street Outreach (General)	3/1/23-12/31/27	$529,870.39	$305,263.28
City of Lake Elsinore	Street Outreach (General)	7/1/25-12/31/27	$205,170	$205,170
Total			**$1,120,120.39**	**$734,255.36**

Impact on Residents and Businesses

These projects will have a positive impact for the residents and businesses of Riverside County. The allocated funds will promote community well-being in Riverside County by addressing housing insecurity and instability as key social determinants of health. These resources will support residents and businesses by bridging critical service gaps, enhancing access to essential services, and expanding housing solutions for individuals and families experiencing homelessness.

Additional Fiscal Information

HHIP funding is disbursed by IEHP upon receipt, review, and approval of invoices that at minimum include the following elements:

1) Specified amounts
2) Benchmarks met
3) Investment Plan Activity
4) Corresponding HHIP measure impacted and supporting scope of work.

Contract History and Price Reasonableness

The Department of Housing and Workforce Solutions (HWS) serves as the Lead Agency and Administrative Entity for the Riverside City and County Continuum of Care (CoC). In this capacity, HWS collaborates with over 200 public, private, non-profit, and faith-based organizations to coordinate a regional response to homelessness.

Under the authority of the CoC, HWS selected the awarded agencies through a competitive procurement process. County Purchasing is not involved with Riverside County Continuum of

Care procurements. The funding was directed to agencies already contracted with HWS to supplement and expand street outreach and emergency sheltering services.

On March 4, 2020, a competitive bid application process was initiated to allocate Emergency Solutions Grant - Coronavirus (ESG-CV) Program funds. Subsequently, HWS coordinated with the County of Riverside Purchasing & Fleet Services to issue three additional competitive bid solicitations, from March 25 through April 12, 2021. These solicitations resulted in the receipt of 29 applications: 12 for street outreach, 11 for emergency shelter services, and 6 for rapid rehousing programs. Funding was awarded to applicants based on merit and program alignment with ESG-CV objectives. Since the initial awards in 2020, these contracted agencies have consistently delivered coordinated street outreach and engagement services countywide, covering all five supervisorial districts.

Due to the demonstrated success of this centralized model in addressing homelessness, HWS leveraged HHIP funds to extend both the funding and the period of performance for the awarded agencies by an additional 12 months. This extension ensured continuity of service and further strengthened the regional response to homelessness.

The prices established through the original competitive bidding process remain reasonable, as the contracted rates have been sustained through a combination of federal ESG-CV and HHIP funding, with ongoing performance monitoring and accountability measures in place.

The Housing and Homelessness Incentive Program (HHIP) is 100% funded by California Department of Health Care Services (DHCS).

ATTACHMENTS:

- Attachment A: HHIP Investment Plan
- Attachment B: Third Amended and Restated Agreement HHPWSCoC-HHIP-11 Operation Safe House
- Attachment C: Second Amended and Restated Agreement HHPWSCoC-HHIP-14 Riverside University Health System – Behavior Health
- Attachment D: Subrecipient Agreement HWSCoC-0000126 City of Lake Elsinore

Prev.Agn.Ref.: (01/10/23; 3.15)
(10/03/23; 3.17)
(03/18/225; 3.14)

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 7/15/2025

Stacey Pena
Stacey Pena, EO Management Analyst 7/16/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 7/15/2025

County	Investment Topic #	Gap/Need Addressed	Investment Activity Description	$ Allocated	$ Incentive
Riverside	1. CoC Support	Enhance partnership between MCP and CoCs	• **$1M** to Riverside CoCs to supplement existing HHAP financial plans and strengthen housing related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications) • **$1.5M** over 3 years to support the Homeless Point-in-Time Count for the County of Riverside's "More Than a Count" Initiative that will strategically place and coordinate transportation, medical screenings, and interim placements for those identified during the day of the count	$2,500,000.00	
Riverside	2. CES Support	Improve connection and integration with local CES	• **$500,000** to support Riverside County CES' infrastructure development and enhancement including software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees)	$500,000.00	
Riverside	3. Community Supports Services Enhancement	Provide more medically appropriate and cost-effective housing related services to MCP members who are experiencing homelessness	• **$250,000** to enhance community supports vendors to incentivize landlords • **$500,000** may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services	$750,000.00	
Riverside	4. CoC collaboration and partnerships	Increase the number of data sharing agreements with counties, COC, and/or organizations that deliver housing services allowing for timely exchange of information and member matching	• **$2M** to support the expansion of contractual arrangements with housing-related service Providers who can provide interim housing, rental assistance, supportive housing, outreach services, and/or prevention/diversion services.	$2,000,000.00	
Riverside	5. DMC-ODS Support and Collaboration	MHP and DMC-ODS do not capture housing status. (they may have their own homeless indicators)	• **$500,000** to Riverside County to improve the sharing of patient information including, member matching and current housing status, integration, coordination of care, and case management with MHPs.	$500,000.00	
Riverside	6. Homeless Shelter Respite Care Center Development	Lack of respite care and shelter beds	• **$5M** over 3 years to directly support capital improvements for the shelter's respite care program. The center will support 10 respite care beds and a total of 60 shelter beds. IEHP will negotiate a percentage of beds be reserved for IEHP Members.	$5,000,000.00	

Riverside	7. Disparities and Equity Services Support	Address disparities and equity in service delivery, housing placements, and housing retention	• **$1M** to support Riverside CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions. • **$1M** to address disparities and equity by supporting entities who provide services to the LBGTQ+ and HIV/AIDS population.	$2,000,000.00	
Riverside	8. Street Medicine Support	Increase ability to identify and house individuals who are not accounted for in reports, require more urgent services, and dissemination of information	• **$1M** for IEHP to directly contact with a street medicine provider/teams who provide medical care for patients experiencing homelessness using "street medicine" model best practices and create increase encampment response. • **$5.1M** to support the County and CoC to integrate street medicine professionals into supervisorial street medicine teams.	$6,100.000.00	
Riverside	9. HMIS Collaboration and Enhancement	HMIS is not being used to its full potential	• **$750,000** to support the expansion of the CoC's No Wrong Door Approach by increasing the number of licenses available to support users across all sectors and forward-facing dashboards to measure project and system performance towards achieving metrics. Additionally, help with resource support to assist Plan/County Member matching efforts. • **$3M** to incentivize County HMIS to enhance member matching capabilities and develop capabilities to allow for timely alerts of changes in a Member's housing status.	$750,000.00	$3,000,000.00
Riverside	10. Community Supports	Increasing community support providers and housing-related care services	• **$2M** to expand the network of Community Support Providers as well as augment housing-related care services to include increased case management services in clinics, behavioral health staffing, respite beds, and substance abuse and/or prevention programs. • **$3M** to incentivize IEHP's Community Support Providers to increase the number of housing related and recuperative care Community Support (CS) services for IEHP Members. Funding to also incentivize CS Providers to be able to electronically receive, follow-up.	$2,000,000.00	$3,000,000.00
Riverside	11. Permanent Supportive Housing	Addressing lack of infrastructure and housing space/beds	• **$10.5M** to support the CoC's development/infrastructure for capital improvement projects that are in progress and/or nearing completion to support and expand the capacity in Riverside County to sustainably house IEHP Members. • Funding will also help support infrastructure costs to support 808 beds and facilitate linkages to healthcare treatment for physical health, mental health, and substance use . • **$6M** to incentivize housing related service providers to sustainably house IEHP members.	$10,500,000.00	$6,000,000.00
Totals				$32,600,000.00	$12,000,000.00
Total Funding Amount				Not to exceed $44,600,000	

INVESTMENT PLAN ACTIVITY	COUNTY, COC, or BOTH	EARN UP TO AMOUNT	DELIVERABLE/MILESTONE REQUIRED FOR INCENTIVE PAYMENT	DUE DATE
9. HMIS Collaboration and enhancement	County	3 Million	County has the ability to earn incentivized amounts for demonstrating successful milestone completion of the following: A. **(16.6%/504K)** IEHP ability to successfully receive timely alerts from County local HMIS when IEHP's member experiences a change in housing status B. **(10.4%/312K)** Report of unique number of IEHP Members who were screened for homelessness or risk of homelessness during measurement period 2 (1/1/23 – 10/31/23) C. **(10.4%/312K)** Report of unique number of IEHP members who received at least one of the following housing-related Community Supports (list below) offered during measurement period 2 (1/1/23 – 10/31/23) a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs D. **(10.4%/312K)** Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 2 (1/1/23 – 10/31/23) E. **(10.4%/312K)** Reports of unique number of IEHP Members who were housed for at least 1 day during baseline measurement period (1/1/22 – 4/30/22) F. **(10.4%/312K)** Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22)	On or before October 31, 2023
			G. **(10.4%/312K)** Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (1/1/22 – 12/31/22) and remained housed as of 10/31/23 H. **(10.4%/312K)** Unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22) and remained housed as of 10/31/23 I. **(10.4%/312K)** Report of the number of IEHP Members receiving care from a street medicine provider during the measurement period 2 (1/1/23 – 10/31/23)	
10. Community Supports	County/CoC	3 Million	County has the ability to earn incentive funding for each successful demonstration below. (County eligible to receive **35K** for each successful demonstration if received no later than 10/31/23. **25K** for each successful demonstration if received after 10/31/23.) A. New county or county-subcontracted Community Supports provider that can receive, follow up, and close referrals electronically. Provider must be able to accept new referrals for IEHP Members and provide at least one of the following six (6) housing-related community supports services: a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs B. County or County subcontracted Community Supports provider shall maintain capacity for referrals and align/build their workforce accordingly. County will confirm/attest that community support provider has the ability to accept twenty (20) referrals per month, per service. Provider must provide at least one of the following six (6) housing-related community supports services:	35K if received no later than 10/31/23. 25K if received after 10/31/23

			a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs C. County or County subcontracted Community Supports provider shall be able to able to demonstrate gradually expanded coverage to priority areas as deemed appropriate by the Health Plan. County will confirm/attest when provider has expanded coverage to at least one of the IEHP's expanded zip code areas (zip codes available upon request). Provider must provide at least one of the following six (6) housing-related community supports services: a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs	
11. Permanent Supportive Housing	County	6 Million	IEHP will fund existing and new Permanent Supportive Housing (PSH) projects with new/expanded capacity. Each new PSH unit is eligible for $1K in incentive funding and is not limited to a maximum qualifying units. Earned incentive funding can be spent on construction/infrastructure, case management services, administrative/operational costs, IT, and/or any other IEHP-approved activity.	

County of Riverside
Department of Housing and Workforce Solutions
3403 10TH St. Ste. 300
Riverside, CA 92501

and

Operation Safe House, Inc.

2020 ESG- CV2 / HHIP

Third Amended and Restated Agreement

HHPWSCoC-HHIP-11

HWS HOUSING AND WORKFORCE SOLUTIONS

ENGAGE. ENCOURAGE. EQUIP.

TABLE OF CONTENTS

1. DEFINITIONS 4
2. DESCRIPTION OF SERVICES 5
3. PERIOD OF PERFORMANCE 5
4. COMPENSATION 6
5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS 6
6. TERMINATION FOR CONVENIENCE 6
7. TERMINATION FOR CAUSE 7
8. REQUEST FOR WAIVER AND WAIVER OF BREACH 8
9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL 8
10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST 8
11. RECORDS, INSPECTIONS, AND AUDITS 8
12. CONFIDENTIALITY 9
13. HOLD HARMLESS/INDEMNIFICATION 10
14. INSURANCE 10
15. WORKER'S COMPENSATION 12
16. VEHICLE LIABILITY 12
17. COMMERCIAL GENERAL LIABILITY 12
18. INDEPENDENT CONTRACTOR 12
19. PROFESSIONAL LIABILITY 13
20. USE BY POLITICAL ENTITIES 13
21. LICENSES AND PERMITS 13
22. NO DEBARMENT OR SUSPENSION 13
23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES 13
24. INSPECTIONS 14
25. CORE COMPONENTS OF HOUSING FIRST 14
26. EMPLOYMENT PRACTICES 14
27. CHILD SUPPORT COMPLIANCE ACT 15
28. DRUG FREE WORKPLACE CERTIFICATION 15
29. PERSONNEL 16
30. LOBBYING 16
31. ADVERSE GOVERNMENT ACTION 16
32. SUBCONTRACTS 17
33. SUPPLANTATION 17
34. ASSIGNMENT 17
35. FORCE MAJEURE 18
36. GOVERNING LAW 18
37. DISPUTES 18
38. ADMINISTRATIVE/CONTRACT LIAISON 18
39. CIVIL RIGHTS COMPLIANCE 18
40. NOTICES 19
41. SIGNED IN COUNTERPARTS 20
42. ELECTRONIC SIGNATURES 20
43. MODIFICATION OF TERMS 20
44. ENTIRE AGREEMENT 20

List of Schedules
Schedule A – Payment Provisions
Schedule B – Scope of Services

List of Attachments
Attachment I – Assurance of Compliance
Attachment II – Contractor Payment Request
Attachment III – ESG Supporting Documentation Instructions
Attachment IV – ITB COARC-005
Attachment V - LOI-COARC-006
Attachment VI – Standard Agreement- No.20-ESGCV1-00009, including Amendment #2
Attachment VII – HWSCoC-0004868 IEHP Agreement
Attachment VIII – ESG Time/Activity Report
Attachment IX – Monthly Performance Report

This Third Amended and Restated Agreement to HHPWSCoC-HHIP-11 (herein referred to as "Agreement"), is made and entered into by and between Operation Safe House, Inc., a California nonprofit public benefit 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 (formerly referred to as Housing, Homelessness Prevention and Workforce Solutions), (herein referred to as "COUNTY").

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain 2020 ESG-CV2 Subrecipient Agreement for the ESG-CV2 Continuum of Care Program, HHPWSCoC-ESGCV2-11, for Street Outreach services effective March 4, 2020 through June 30, 2022; and that certain Amendment #1 to Agreement effective May 1, 2022 to extend the end date through February 28, 2023, and add Disallowed Cost language to Payment Provision, and certain Amendment #2 effective March 1, 2023 to extend the end date through September 30, 2023;

WHEREAS, COUNTY and SUBRECIPIENT amended and restated the Original Agreement to change contract number from HHPWSCoC-ESGCV2-11 to HHPWSCoC-HHIP-11, increase the budget for the Street Outreach, and extend the end date through September 30, 2024;

WHEREAS, COUNTY and SUBRECIPIENT amended and restated the First Amended and Restated Agreement, as amended by Amendment 1, to extend the end date and Expenditure Deadline through June 30, 2025;

WHEREAS, the parties now desire to amend and restate the Second Amended and Restated Agreement, as amended by Amendment 1, to extend the end date and Expenditure Deadline through December 31, 2027; and,

WHEREAS, upon the effectiveness of this Agreement, the Original Agreement, as amended by Amendment #1 and Amendment #2, shall be superseded and replaced in its entirety as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS
   A. "Application" refers to the approved application and its submissions prepared by COUNTY, which is the basis on which HCD approved the grant.

   B. "CES" refers to the Coordinated Entry System in the County of Riverside.

   C. "CoC" refers to the Riverside County Continuum of Care.

   D. "COUNTY" and/or "HWS" refers to the County of Riverside and its Housing, and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.

   E. "ESG Program" refers to the Emergency Solutions Grants Program.

   F. "Engagements" refers to individuals who have given consent to receive services from outreach staff and have become part of the outreach staff's caseload.

   G. "HCD" refers to the State of California Department of Housing and Community Development.

   H. "HHIP" refers to Homelessness Incentive Program a voluntary incentive program that will allow health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health.

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

J. “Homeless” refers to homeless as defined in 24 CFR 576.2.

K. "Housed” is total number of unsheltered homeless people that have been permanently housed.

L. “Participant(s)” refers to an individual(s) or family(ies) who is assisted under the ESG Program.

M. “Permanent Housing” refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.

N. “Project” refers to rapid rehousing and/or Homelessness Prevention services for facilitating the movement of Homeless individuals through the Continuum of Care into independent Permanent Housing.

O. “RAPID RE-HOUSING” (RRH) is a model of housing assistance that is designed to assist the homeless, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. Rapid re-housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance homeless system performance and the performance of other homeless projects. For more information about rapid re-housing see:
https://www.onecpd.info/news/snaps-weekly-focus-rapid-re-housing/ and
http://www.end homelessness.org/pages/prevention-and-rapid-re-housing

P. “RENTAL ASSISTANCE” refers to provision of rental assistance to provide homelessness prevention, transitional or permanent housing to eligible persons.

Q. “RFP” refers to a Riverside County Request for Proposal.

R. “SUBRECIPIENT” refer to the Operation Safe House, Inc. including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and CVRM are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

DESCRIPTION OF SERVICES for ESGCV March 1, 2020 – September 30, 2023

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Contractor Payment Request, Attachment III – ESG Supporting Documentation Instructions, Attachment IV – ESG Time/Activity Report, Attachment V – ITB COARC – 005 and LOI-COARC-006, Attachment VI –Standard Agreement No. 20-ESGCV1-00009-, all of which are attached hereto and incorporated herein as referenced.

DESCRIPTION OF SERVICES for HHIP – March 1, 2023 – December 31, 2027

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Contractor Payment Request, Attachment III – Supporting Documentation Instructions, Attachment IV – Time/Activity Report, Attachment V-ITB COARC-005 and LOI-COARC-006, Attachment VIII HWSCoC-0004868 all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective March 4, 2020 ("Effective Date") and continues in effect through December 31, 2027, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by December 31, 2027.

4. COMPENSATION

a. ESG

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with 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 product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of ESG-CV2 funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by September 30, 2023 ("Expenditure Deadline"). Any ESG-CV2 funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by September 30, 2023 shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to September 30, 2023, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination to be returned to HCD.

b. HHIP

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." COUNTY is not responsible for any fees or cost incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services of product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of HHIP funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by December 31, 2027 (Expenditure Deadline"). Any HHIP funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by December 31, 2027 shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to December 31, 2027 any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination to be returned to DHCS.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under 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 HCD. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by HCD. 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 and be of no further force or effect. In the event the 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.

6. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

7. TERMINATION FOR CAUSE

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

(1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;

(2) use of, or permitting the use of funds provided under this Agreement for any ineligible activities;

(3) any failure to comply with the deadlines set forth in this Agreement;

(4) violation of any federal or state laws or regulations; or

(5) withdrawal of HCD'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 funds;

(2) Revoke any other existing award(s) to the SUBRECIPIENT;

(3) Require the return of any unexpended funds disbursed under this Agreement;

(4) Require repayment of funds disbursed and Expended under this Agreement;

(5) Require the immediate return to COUNTY of all funds derived from the use of funds including, but not limited to recaptured funds and returned funds;

(6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with 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.

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. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full and complete 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 by COUNTY 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 circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

D. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

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 SUBRECIPIENT 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. 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.

B. SUBRECIPIENT agrees that COUNTY, HCD, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, HCD, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, HCD, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), program guidance document published on the website, and this Agreement. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. Administrative funds may be used to fund this expense.

(1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.

(2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.

(3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.

(4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

12. CONFIDENTIALITY

A. 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 selection of contractors, subcontractors or suppliers in advance of official announcement.

B. 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 protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. 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. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.

C. 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.

D. SUBRECIPIENT shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

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

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

C. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

14. 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 retentions 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.

15. 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.

16. 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.

17. COMMERCIAL GENERAL LIABILITY
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of 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.

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

18. INDEPENDENT CONTRACTOR
The SUBRECIPIENT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, health benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT's employees from the compensation payable to SUBRECIPIENT under this Agreement. There shall be no employer-employee relationship between the parties and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

19. PROFESSIONAL LIABILITY

SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's 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 claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SUBRECIPIENT shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from 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 as long as the law allows.

20. USE BY POLITICAL ENTITIES

The 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 the SUBRECIPIENT; and COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

21. 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.

22. NO DEBARMENT OR SUSPENSION

A. SUBRECIPIENT is not eligible to receive grant funds if SUBRECIPIENT is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

B. 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.

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes, and all other matters applicable and/or related to the ESG Program, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, and the Project, including but not limited to the provisions of 42 USC 11371 – 42 USC 11378, 24 CFR Part 576, 2 CFR Part 200, and 25 CCR Section 8400 et seq. as shall be amended from time to time. In addition, SUBRECIPIENT shall comply with all applicable provisions of Standard

Agreement No. 20-ESGCV1-0009 including as set forth in Schedule B, Section B.1, and any applicable COUNTY policies and procedures, including but not limited to:

a. County of Riverside Continuum of Care Written Standards: https://www.harivco.org/Portals/0/Documents/coc-written-standards-amended-82218.pdf?ver=2020-08-07-153345-780

b. County of Riverside Continuum of Care Board of Governance Charter: https://www.harivco.org/Portals/0/Governance%20Charter%20Amended%2010-28-2021.pdf

c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter: 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

In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

24. INSPECTIONS

A. The COUNTY shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with HCD.

B. HCD shall have the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with HCD.

C. SUBRECIPIENT shall correct all work that is determined based on such inspections not to conform to the applicable requirements and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

25. CORE COMPONENTS OF HOUSING FIRST

SUBRECIPIENT shall ensure that any housing-related activities funded with ESG-CV2 funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).

26. 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).

27. CHILD SUPPORT COMPLIANCE ACT

A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).

C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

28. DRUG FREE WORKPLACE CERTIFICATION

By signing this Agreement, SUBRECIPIENT, and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).

(2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
   a. The dangers of drug abuse in the workplace;
   b. SUBRECIPIENT's policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation, and employee assistance programs; and,
   d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

(3) Provide as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
   a. Will receive a copy of SUBRECIPIENT'S drug-free policy statement; and,
   b. Will agree to abide by terms of SUBREECIPIENT'S condition of employment or Subcontract.

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 record from the State of California Department of Justice (DOJ). A signed certification of such criminal record 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 certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, the cooperative agreement, and the extension, 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 the underlying 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 all contracts or subcontracts entered into in connection with this Agreement and that all SUBRECIPIENT's subcontractors 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 in the notice

a copy of the adverse action. 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 and HCD. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

B. SUBRECIPIENT shall not propose to enter into any subcontract with any subcontractor who:

(1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

(2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;

(3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or

(4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

33. SUPPLANTATION

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

34. ASSIGNMENT

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

35. FORCE MAJEURE

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

36. GOVERNING LAW

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

37. DISPUTES

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

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

38. ADMINISTRATIVE/CONTRACT LIAISON

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

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

SUBRECIPIENT shall complete the "Assurance of Compliance with Riverside County Housing, Homelessness Prevention and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment I. SUBRECIPIENT shall sign and date Attachment I 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 clients 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:

Program Manager
Riverside County Housing and Workforce Solutions
3403 Tenth 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 Participant in both languages.

40. NOTICES
All notices, Invoices, financial documents, 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 St. Ste. 300

Riverside, CA 92501

SUBRECIPIENT:
Operation Safe House, Inc
Attn: Administrative Director
9685 Hayes Street
Riverside, CA 92503
nbiegel@operationsafehouse.org

41. 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.

42. 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.

43. MODIFICATION OF TERMS
This Agreement may be modified 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.

[Signatures on following page]

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

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
FORM COPY - DO NOT SIGN	FORM COPY - DO NOT SIGN
Printed Name of Person Signing: Norma Biegel	Printed Name of Person Signing: Heidi Marshall
Title: Administrative Director	Title: Director of Housing and Workforce Solutions
Date Signed:	Date Signed:

APPROVED AS TO FORM:
Minh C. Tran, County Counsel

PAULA S. SALCIDO
Deputy County Counsel

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

a. SUBRECIPIENT shall be reimbursed by COUNTY, for an amount not to exceed $1,402,261 Said funds shall be spent according to the Budget shown below.

ESG-CV Street Outreach 03/04/2020-09/30/2023	Direct Staff Costs	$204,445.73
	Other Direct Costs	$113,442.59
	Indirect Costs	$8,279.63
Emergency Shelter 03/04/2020-09/30/2023	Direct Staff Costs	$351,340.40
	Other Direct Costs	$316,304.09
	Indirect Costs	$23,368.56
HHIP Street Outreach 03/01/2023 – 12/31/2027	Direct Services	$287,698.24
	Other Direct Cost	$58,881.76
	Indirect Costs	$38,500.00
TOTAL		**$1,402,261**

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

b. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.

c. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
   1. Contractor Payment Request, example of which is attached hereto as Attachment II and incorporated herein by this reference;
   2. Time/Activity Report Attachment IV and Performance Monthly Report Attachment IX, an example of Time/Activity Report Attachment IV and Monthly Performance Report Attachment IX of which are attached hereto as Attachment IV and Attachment IX are incorporated herein by this reference; and
   3. The required supporting documentation set forth in Attachment III, Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.

d. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-thru agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the SUBRECIPIENT. In total, this process can take 4-6 weeks.

e. All ESG Program funds shall be expended by the termination date of this Agreement, or by the deadline to expend Program funds as set forth in Standard Agreement No. 20-ESGCV1-0009 between HCD and the County of Riverside, whichever comes first.

f. Disallowed Costs include, but not limited to, any ineligible costs by the program and funder and any costs that can be avoided or minimized under proper management and accounting principles such as late fees and penalty, as determined by HWS and/or any Federal/State funder."

g. All HHIP funds shall be expended by December 31, 2027.

A.2 WITHHELD PAYMENTS

Payments to SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with any provision of this Agreement.

A.3 DISALLOWANCE

If SUBRECIPIENT receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with this Agreement, SUBRECIPIENT shall be required to promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY reimbursement requests for subsequent ESG Program funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to SUBRECIPIENT.

If it is determined that a SUBRECIPIENT falsified any certification, RFP information, financial, or contract report, SUBRECIPIENT shall be required to reimburse the full amount of the ESG Program award to COUNTY, and may be prohibited from any further participation in the ESG Program. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

A.4 FISCAL ACCOUNTABILITY

a. SUBRECIPIENT agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 200.
b. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, SUBRECIPIENT must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

A.5 BUDGET AMENDMENTS

SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the COUNTY. Any budget amendments must be requested by the SUBRECIPIENT in writing.

A.6 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized ESG-CV2 expenditures under this Grant must be submitted to HWS no later than **September 30, 2023** and all final request for reimbursement of authorized HHIP expenditures under this Grant must be submitted to HWS no later than **December 31, 2027**.

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in Standard Agreement No. 20-ESGCV1-00009 and IEHP Agreement HWSCoC-0004868, and SUBRECIPIENT shall cooperate with COUNTY in fulfilling its obligations under Standard Agreement No. 20-ESGCV1-00009 (Attachment VI) from March 04, 2020 through September 30, 2023 and HWSCoC-0004868 IEHP Agreement (Attachment VIII) from March 01, 2023 through December 31, 2027. In addition, SUBRECIPIENT shall:

a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.

b. Be responsible for meeting the requirements included in Invitation to Bid (ITB) COARC-005 (Attachment V), and LOI-COARC-006 (Attachment VI), Standard Agreement No. 20-ESGCV1-0009 between HCD and COUNTY (Attachment VII) and HWSCoC-0004868 between IEHP and COUNTY (Attachment VIII). ITB-COARC-005, LOI-COARC-006, Standard Agreement No. 20-ESGCV1-0009 between HCD and COUNTY and HWSCoC-0004868 between IEHP and COUNTY are incorporated herein by this reference. In the event any provisions of these documents conflict with each other or this Agreement, the order of precedence shall be as follows: (1) Standard Agreement No. 20-ESGCV1-0009 between HCD and COUNTY from March 04, 2020 through September 30, 2023, (2) HWSCoC-0004868 IEHP Agreement March 1, 2023 through December 31, 2027, (3) this Agreement, (4) ITB-COARC-005, and (5) LOI-COARC-006.

c. Ensure that all ESG Program participants comply with the regulations applicable to the ESG to the ESG Program as set forth in 24 CFR Part 58, and 24 CFR Part 576. Additionally, nonprofit organizations funded by the ESG Program shall comply with the requirements of 24 CFR Part 84 as though they were sub recipients pursuant to 24 CFR Part 84. Also, units of general local government funded by the ESG Program shall comply with the requirements of 24 CFR Part 85. In the event that any federal or state laws or regulations, including without limitation regulations by the Department of Housing and Urban Development (“HUD”) add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, SUBRECIPIENT shall comply with such requirements, as amended.

d. Participate in and accept its Participant referrals from the CoC CES. The CES is a part of the Riverside County CoC’s cohesive and integrated housing crisis response system with 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. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.

e. Agree to participate in the HMIS.

    1. 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 in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.

3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583

4. 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://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc

B.2 REPORTING
SUBRECIPIENT shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement 20-ESGCV1-00009

B.3 ESG-CV STREET OUTREACH OUTCOMES (DATA and ANALYSIS):
March 04, 2020 – September 30, 2023
SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks:

# of households served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	180 Households
# of people served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	180 of Persons
# of households connected with any kind of housing and/or services *(Note: Report should include breakdown of # of households connected to each type of housing and services.)*	144 Households
# of persons connected with any kind of housing and/or services (*Note: Report should include breakdown of # of persons connected to each type of housing and services.)*	144 Persons
Percentage of persons exiting back into Homelessness	No more than 20%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	N/A
Percentage of eligible and willing person to maintain or increase income/employment	N/A

B.4 PROJECT DETAIL

Project	Service
Funding Costs for:	Street Outreach
Population Focus:	Homeless Clients

B.5 STREET OUTREACH SERVICES

SUBRECIPIENT will:

a. Provide Street Outreach services to 460 persons in Riverside County's Supervisorial Districts 1,2,3,4 and 5 to prevent, prepare and respond to the coronavirus.

b. Fund a full-time street outreach team to serve the communities in Districts 1,2,3,4 and 5 with a focus on placing individuals into existing emergency housing sites for relief and social distancing related to the coronavirus. The outreach team will target, when possible, the most vulnerable including seniors, unaccompanied women, and veterans.

c. Focus on working with the unsheltered population who are NOT connected with other services such as day centers and emergency shelters, as these persons have the ability to access services and case management from these providers. Street Outreach work is unique with the ability to reach those who cannot or will not reach services on their own.

d. Co-facilitate and participate in a regional Street Outreach Collaborative that will include other Street Outreach Teams that will meet regularly to coordinate outreach and case conference. As a recipient of Continuum of Care Street Outreach funding, SUBRECIPIENT may, on an as needed basis, be required to participate in outreach responses and cover evenings and weekends on an on-call rotational basis.

B.6 ELIGIBILITY

SUBRECIPIENT will document that all program participants who receive street outreach services must meet the eligibility criteria of paragraph (1) of the "homeless" definition or who meet the criteria under paragraph (4) of the "homeless" definition **and** live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition of 24 CFR § 576.2.

B.7 DIVERSION

Diversion is a strategy that helps people experiencing a housing crisis to identify and access safe alternatives to an emergency shelter quickly. Street outreach workers should work to resolve problems through natural supports and progressive engagement of "lighter touch" solutions before providing a more intensive response through the shelter system or any other homeless service. Diversion includes services such as: creative problem-solving conversations; connecting with community resources and family supports; housing search and placement to help individuals and families resolve their immediate housing crisis.

B.8 UNIVERSAL ASSESSMENT

If an individual or family cannot be diverted from the homeless system of care, street outreach workers will complete the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT). The Coordinated Entry System utilizes the VI-SPDAT, TAY VI-SPDAT, and Family VI-SPDAT for determination of housing needs and vulnerability prioritization. The VI-SPDAT is a brief survey that can be conducted to quickly determine whether a client has high, moderate, or low acuity and vulnerability. These are taken into consideration with other factors to determine housing and services prioritization.

B.9 ELIGIBLE COSTS

Eligible costs for Street Outreach services include providing essential services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services consist of engagement, case management, emergency health and mental health services, and transportation. Specific requirements and eligible costs include:

1. Engagement: The costs of activities to locate, identify, and build relationships with unsheltered homeless people including:
   a. Initial assessment of needs and eligibility (VI-SPDAT)
   b. Providing crisis counseling
   c. Actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs
   d. Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries
   e. Cell phone costs for outreach workers during the performance of street outreach activities
   f. Salaries of staff conducting engagement work

2. Case Management: The costs of assessing housing or service needs, arranging, coordinating, monitoring the delivery of individualized services including:
   a. Using Riverside County Coordinated Entry system
   b. Initial evaluation including verifying and documenting eligibility
   c. Counseling
   d. Obtaining Federal, state, and local benefits
   e. Monitoring and evaluating participant progress
   f. Providing information and referrals to other providers
   g. Developing an individualized housing and service plan, including planning a path to permanent housing stability
   h. Salaries of staff conducting case management

3. Emergency Health Services: The costs of outpatient treatment of medical conditions provided by licensed medical professionals operating in community-based settings (e.g. streets, parks, and campgrounds) to those *eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility*. Eligible treatment consists of:
   a. Assessing participant's health problems and developing a treatment plans
   b. Assisting participants to understand their health needs
   c. Providing or helping participants to obtain appropriate emergency medical treatment
   d. Providing medication and follow-up services.

4. Emergency Mental Health Services: The costs of outpatient treatment of urgent mental health conditions by licensed mental health professionals in community-based settings (e.g. streets, parks, and campgrounds) to those *eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility*, including:
   a. Crisis interventions
   b. The prescription of psychotropic medications
   c. Explanation about the use and management of medications
   d. Combinations of therapeutic approaches to address multiple problems

5. Transportation– The costs of travel by outreach workers, social workers, medical professionals, or other service providers during the provision of services eligible street outreach services, including:
   a. The costs of transporting unsheltered people to emergency shelters or other service facilities
   b. The cost of a participant's travel on public transit
   c. Mileage allowance for service workers to visit program participants

d. Purchasing or leasing a vehicle for staff use in conducting outreach activities, including the cost of gas, insurance, taxes and maintenance for the vehicle
e. Costs of staff to accompany or assist participants to use public transportation

6. Services Special Populations: The costs of otherwise eligible Street Outreach services that have been tailored to address the needs of the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless, including:

a. Engagement
b. Case Management
c. Emergency Health Services
d. Emergency Mental Health Services
e. Transportation
f. Housing Assistance

B.10 HMIS

Street Outreach sub recipients are required to enter participants into HMIS at first contact per the ESG and CoC Interim Rule (24 CFR 576 and 578). This helps to ensure coordination between service providers through the Coordinated Entry System (CES) while avoiding duplication of services and participant data and provides an opportunity to document homelessness.

Street Outreach requirements in HMIS:

1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Outreach and Services Engagement (Taken just once per enrollment)
5. Outreach and Services Contact (Taken at each contact with client)
6. HUD Exit Assessment/Program Dismissal

B.11 STREET OUTREACH FILE CHECKLIST

The basis of all determinations (eligibility, assistance needed, assistance provided, etc.) must be supported by the evidence documented in the case file. Minimum Documentation should include but is not limited to:

1. Proof of eligibility - Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
2. Program Intake Documents such as:
   a. HMIS Release of Information,
   b. Notice of Privacy Practices,
   c. Participant grievance,
   d. Participant consent form,
   e. Participant identification, if applicable
   f. Release(s) of Information if applicable.
3. Case Plan that shows the street outreach worker and program participant developed a plan to assist the program participant to enter permanent housing or sheltered services.
4. Case notes that reflect the program participant met with the street outreach worker to work on case plan goals.
5. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, gas voucher, bus pass, DMV receipt, etc.
6. Referrals made by the sub recipient to program participant to obtain mainstream and other resources as needed.
7. Program Discharge/Exit paperwork

B.12 EMERGENCY SHELTER OUTCOMES (DATA and ANALYSIS) March 04, 2020 – September 30, 2023

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

# of households served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	432 Households
# of people served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	432 of Persons
# of households to achieve housing stability	345 Households
# of persons to achieve housing stability	345 Persons
Percentage of persons exiting back into Homelessness	No more than 20%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	80%
Percentage of eligible and willing person to maintain or increase income/employment	80%

B.13 PROJECT DETAIL

Project	Service
Funding Costs for:	Emergency Shelter
Population Focus:	Homeless Clients

B.14 EMERGENCY SHELTER SERVICES

SUBRECIPIENT shall:

a. Provide essential services to clients placed in emergency shelter including case management, employment assistance, outpatient health and mental health services, life skills training, and substance abuse treatment. Additionally, SUBRECIPIENT will utilize emergency shelter funds for rehabilitation and shelter operations, including maintenance of the facility.

b. Will not require occupants to sign leases or occupancy agreements. SUBRECIPIENT should embrace a Housing First approach, offer immediate and low-barrier access to anyone facing a housing crisis. Shelter stays, when deemed necessary, should be limited to the shortest time possible to help participants regain permanent housing.

c. To provide a safe, secure, and clean place to stay for those who cannot be diverted from the homeless system of care. SUBRECIPIENT is to provide a short-term placement while permanent or more long-term housing options are obtained, and shelter provide support with accessing housing resources in the community.

B.15 ELIGIBILITY

SUBRECIPIENTS must determine that individuals and families meet one or more of HUD's Criteria for Defining Homelessness and assess their vulnerability to ensure that only those individuals or families that have the greatest need for emergency shelter assistance receive ESG-funded assistance. SUBRECIPIENTS will document that all program participants who receive Emergency Shelter assistance meet the eligibility criteria of paragraph (1), (2), or (4) of the "homeless" definition in § 576.2.

Paragraph (1) of the homeless definition:
An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution;

Paragraph (2) of the homeless definition:
An individual or family who will imminently lose their primary nighttime residence, provided that:

1. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
2. No subsequent residence has been identified; and
3. The individual or family lacks the resources or support networks, *e.g.,* family, friends, faith-based or other social networks, needed to obtain other permanent housing;

Paragraph (4) of the homeless definition:
Any individual or family who:

1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
2. Has no other residence; and
3. Lacks the resources or support networks, *e.g.,* family, friends, faith-based or other social networks, to obtain other permanent housing.

B.16 DIVERSION

Diversion is a strategy that helps people experiencing a housing crisis to identify and access safe alternatives to an emergency shelter quickly. Emergency shelter staff should work to resolve problems through natural supports and progressive engagement of “lighter touch” solutions before providing a more intensive response through the shelter system or any other homeless service. Diversion includes services such as: creative problem-solving conversations; connecting with community resources and family supports; housing search and placement to help individuals and families resolve their immediate housing crisis.

SUBRECIPIENTS should engage in diversion strategies to reduce new entries into homelessness, cut down on shelter wait lists, reduce demand for limited shelter beds, and to target more intensive homelessness interventions to those with higher needs.

B.17 UNIVERSAL ASSESSMENT

If an individual or family cannot be diverted from the homeless system of care, emergency shelter workers will coordinate with Coordinated Entry so the individual or family can complete the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT). The Coordinated Entry System utilizes the VI-SPDAT, TAY VI-SPDAT, and Family VI-SPDAT for determination of

housing needs and vulnerability prioritization. These are taken into consideration with other factors to determine housing and services prioritization.

B.18 ESSENTIAL SERVICES

SUBRECIPEINT may use funds for costs of providing essential services to homeless families and individuals in emergency shelters, and operating emergency shelters. ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:

1. **Case management**: The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:
   a. Using the centralized or coordinated assessment system as required under;
   b. Conducting the initial evaluation, including verifying and documenting eligibility;
   c. Counseling;
   d. Developing, securing, and coordinating services;
   e. Obtaining Federal, State, and local benefits;
   f. Monitoring and evaluating program participant progress;
   g. Providing information and referrals to other providers;
   h. Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
   i. Developing an individualized housing and service plan, including planning a path to permanent housing stability.

2. **Childcare:** The costs of childcare for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13 unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

3. **Education services:** When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible, including:
   a. Instruction or training in consumer education,
   b. Health education,
   c. Substance abuse prevention,
   d. Literacy, English as a Second Language, and General Educational Development (GED).
   e. Screening, assessment and testing;
   f. Individual or group instruction;
   g. Tutoring;
   h. Provision of books, supplies and instructional material;
   i. Counseling; and
   j. Referral to community resources.

4. **Employment assistance and job training:** The costs of employment assistance and job training programs including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential.
   a. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost.
   b. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
   c. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special

training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

5. **Outpatient Health Services:** Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of:
    a. assessing a program participant's health problems and developing a treatment plan;
    b. assisting program participants to understand their health needs;
    c. providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services;
    d. providing medication and follow-up services;
    e. Providing preventive and non-cosmetic dental care.

6. **Legal Services**: Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the state in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community. Eligible subject matters are:
    a. Child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.
    b. Component services or activities may include: participant intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.
    c. Eligible Costs: Fees based on the actual service performed (*i.e.,* fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible.
    d. Ineligible Costs include: Legal services for immigration and citizenship matters, issues relating to mortgages, and retainer fee arrangements and contingency fee arrangements.
    e. If the sub recipient is a legal services provider and performs the services itself, the eligible costs are the sub recipient's employees' salaries and other costs necessary to perform the services.

7. **Life Skills Training:** The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are:
    a. Budgeting resources,
    b. Managing money,
    c. Managing a household,
    d. Resolving conflict,
    e. Shopping for food and needed items,
    f. Improving nutrition,
    g. Using public transportation,
    h. Parenting.

8. **Mental Health Services:** Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions. ESG funds may only be used for these services to

the extent that other appropriate mental health services are unavailable or inaccessible within the community. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management. Eligible treatment consists of:

a. Crisis interventions;
b. Individual, family, or group therapy sessions;
c. The prescription of psychotropic medications or explanations about the use and management of medications;
d. Combinations of therapeutic approaches to address multiple problems.

9. **Substance Abuse Treatment Services:** Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community. Eligible treatment consists of:
    a. Participant intake and assessment,
    b. Outpatient treatment for up to 30 days
    c. Group and individual counseling and drug testing are eligible costs
    d. Ineligible costs include: Inpatient detoxification and other inpatient drug or alcohol treatment

10. **Transportation:** Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, childcare, or other eligible essential services facilities. These costs include the following:
    a. The cost of a program participant's travel on public transportation;
    b. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
    c. The cost of purchasing or leasing a vehicle for the recipient or sub recipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle;
    b. The travel costs of recipient or sub recipient staff to accompany or assist program participants to use public transportation.

11. **Services for Special Populations:** Funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

B.19 REHABILITATION

Eligible costs include labor, materials, tools, and other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter).

B.20 OPERATIONS

Eligible costs are**:**

1. the costs of maintenance (including minor or routine repairs),
2. rent,
3. security,
4. fuel,
5. equipment,

6. insurance,
7. utilities,
8. food,
9. furnishings,
10. Supplies necessary for the operation of the emergency shelter.
11. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

Ineligible operating or maintenance costs include:
1. Recruitment or on-going training of staff
2. Depreciation
3. Costs associated with the organization rather than the supportive housing project (advertisements, pamphlets about organization, surveys, etc.)
4. Staff training, entertainment, conferences, or retreats
5. Public relations or fund raising
6. Bad debts/late fees
7. Mortgage payments

B.21 OTHER EMERGENCY SHELTER REQUIREMENTS

1. Lead-Based Paint Sub recipients will comply with all lead-based paint requirements and maintain documentation. Generally, these provisions require the recipient to screen for, disclose the existence of, and take reasonable precautions regarding the presence of lead-based paint in leased or assisted units constructed prior to 1978. ESG-funded programs are required to incorporate the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4846), and 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.

2. Minimum standards for emergency shelters Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The sub recipient may also establish standards that exceed or add to these standards but at a minimum must include:
   a. Structure and materials: The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
   b. Space and security: Each resident must be provided adequate space and security for themselves and their belongings: Each resident must be provided an acceptable place to sleep.
   c. Interior air quality: Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
   d. Water supply: The water supply must be free from contamination.
   e. Sanitary facilities: Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
   f. Thermal environment: The housing must have any necessary heating/cooling facilities in proper operating condition.
   g. Illumination and electricity: The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.

h. Food preparation: All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
i. Sanitary conditions: The housing must be maintained in a sanitary condition.
j. Fire safety:
- There must be a second means of exiting the building in the event of fire or other emergency.
- Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
- The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

Minimum Habitability Standards with Checklist:
https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standardsfor-emergency-shelters-and-permanent-housing/
SUBRECIPEINTS must maintain documentation of the completed checklist (or equivalent documentation) should be placed in a file pertaining to the shelter.

3. Violence Against Women Act (VAWA)
The following requirements apply to emergency shelters:
a. No individual or family may be denied admission to or removed from the emergency shelter on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.
b. The terms "affiliated individual," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in 24 CFR 5.2003.

4. Prohibition against involuntary family separation The age and gender of a child under age 18 cannot be used as a basis for denying any family's admission to emergency shelter. All shelters funded with federally-originated dollars must adhere to this rule.

5. Safety and Security Sub recipients should have policies and procedures in place which address providing a safe environment for emergency shelter staff and participants. Policies and procedures may vary depending on the location and population being served.

6. Minimum Period of Use Where the sub recipient uses ESG funds solely for essential services or shelter operations, the sub recipient must provide services or shelter to homeless individuals and families at least for the period during which the ESG funds are provided. The sub recipient does not need to limit these services or shelter to a particular site or structure, so long as the site or structure serves the same type of persons originally served with the assistance (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or serves homeless persons in the same area where the sub recipient originally provided the services or shelter.

7. Length of Stay ESG sub recipients must also reassess emergency shelter participants on an ongoing basis, to determine the earliest possible time that a participant can be discharged to permanent housing. Program participants can remain in the emergency shelter for up to 6 months. Sub recipients will discharge participants when they have

reached the end of the stay. SUBRECIPIENTS will coordinate with Coordinated Entry to determine whether there are other options for housing available. Every effort should be made to prevent discharging participants to the street or other unsheltered location.

B.22 HMIS

https://files.hudexchange.info/resources/documents/ESG-Program-HMIS-Manual.pdf

All Emergency Shelter programs are required to enter participants in to HMIS at first contact per the ESG and CoC Interim Rule (24 CFR 576 and 578). This helps to ensure coordination between service providers through the Coordinated Entry System (CES) while avoiding duplication of services and participant data and provides an opportunity to document homelessness.

Projects funded under ESG where the sub recipient is a victim services provider may not enter client-level data into an HMIS; instead, they must use a comparable database to collect client-level data over time and generate unduplicated aggregate reports based on that data.

Emergency Shelter workflow in HMIS:

1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Annual Assessment (if applicable)
5. HUD Exit Assessment/Program Dismissal

B.23 FILE CHECKLIST

The basis of all determinations (eligibility, assistance needed, assistance provided, etc.) must be supported by the evidence documented in the case file. Minimum Documentation should include but is not limited to:

1. Proof of eligibility -Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
2. Program Intake Documents including:
    a. HMIS Release of Information,
    b. Notice of Privacy Practices,
    c. Participant grievance,
    d. Participant consent form,
    e. Release of Information if applicable,
    f. Other sub recipient documentation
3. Identification – if participant does not have ID it should not prevent them from entering the shelter. The case plan may focus on assisting participants with obtaining their ID if it will be needed for housing, employment, benefits, etc.
4. Assessment
5. Case plans – should be focused on housing and addressing barriers to housing.
6. Case notes – should be focused on tasks related to participant plan and participant obtaining housing.
7. Any back-up documentation for services provided to participant. For example, if a participant was provided a bus pass to travel to employment, a copy of that bus pass should be in the participant file.
8. Copies of any documentation provided to the participant. For example, if a participant is given a warning letter for behavioral issues, a copy of that letter should be in the participant file.
9. Participant grievance, if applicable
10. Discharge/Termination forms used by agency

B.24 HHIP STREET OUTREACH OUTCOMES 03/01/2023 – 12/31/2027:

Performance Measurements Outcome Statement Part A:

Outcomes (Data Analysis) are separated between outreach engagements, and people housed. “Engagements” are individuals who have given consent to receive services from outreach staff and have become part of the outreach staff’s caseload. “Housed” is a total number of unsheltered homeless people that have been permanently housed.

Unduplicated Engagements	People/Households Housed
150	48

STREET OUTREACH Performance Measurements Outcome Statement Part B
Outcomes (Data Analysis) require SUBRECIPIENT to enter services into HMIS for collecting and reporting on HHIP priority metrics as outlined below.

HHIP Priority Measure
# of MCP members experiencing homelessness
# of MCP members who received care from a street medicine outreach team
# of MCP members experiencing homelessness who were successfully engaged in ECM
# of MCP members experiencing homelessness receiving at least one housing related community supports, including: Housing Transition Navigation Housing Deposits Housing Tenancy and Sustaining Services Recuperative Care Short-Term Post Hospitalization Housing Day Habilitation Programs
MCP members who were successfully housed from January 1, 2023-October 31, 2023

B.25 PROJECT DETAIL

Project	Service
Funding Costs for:	Street Outreach
Population Focus:	Homeless Clients

B.26 STREET OUTREACH SERVICES
SUBRECIPIENT will:

a. Target the general unsheltered homeless people throughout Riverside County. The term “unsheltered homeless people” means an individual or family with a primary nighttime residence that is a public or private place not meant for human habitation, such as cars, parks, abandoned buildings, busses, train stations, airports, or camping grounds.

Fund a minimum of two (2) full-time street outreach teams consisting of two (2) people each to serve Riverside County.

b. Focus on working with new engagements they encounter in places not meant for human habitation, who are not yet connected to other agencies providing assistance or case management services. Street outreach should be focused on those who cannot or will not seek services on their own.

c. In the event of a County declared emergency, natural disaster or event that presents immediate threat to unsheltered homeless people, SUBRECIPIENT will be required to have emergency procedures in place to provide staff coverage for night and weekend street outreach. SUBRECIPIENT will work alongside CoC to identify, respond and provide services to meet the needs of unsheltered individuals during said event and its immediate aftermath.

d. As a condition of the award of Street Outreach funding, SUBRECIPIENT will be required to enroll all street outreach engagements into a Medi-Cal Managed Care Plan, making client wellness a top priority to the street outreach process. Outreach staff will assist with making wellness exams, assist clients with managing and keeping their appointments, and providing transportation to and from wellness appointments.

1. Street Outreach staff will assume case management responsibilities for their clients until another entity or agency providing ongoing case management services assumes the role, and a warm hand off has been made. The term “warm hand off” means that a proper introduction has been made between the client(s) and the new service provider, the wellness plan and progress made toward goals have been shared, and all parties understand and consent to the change in service provider. The term “case management” means to assess housing and service needs, arrange, coordinate, and monitor the delivery of individualized services, including:
2. Using the Riverside County Coordinated Entry System.
3. Initial evaluation including verifying and documenting eligibility (e.g., verification of homelessness and/or chronic homelessness).
4. Assist client in obtaining needed documents to be considered “document ready” such as CA identification, social security card, birth certificate, bank statements, letter of homelessness, and all benefit award letters.
5. Developing an individualized “Wellness Plan” that encompasses housing, services, and wellness.
6. Assist and support with mapping out and executing the wellness plan.
7. Counseling or connection to therapeutic supports.
8. Obtaining Federal, state, and local benefits.
9. Monitoring and evaluating participant progress and providing added support in areas of need.
10. Providing information and referrals to other agencies.
11. Collaborating with other providers and agencies to meet client needs.

B.27 ELIGIBILITY

Sub recipient will document that all program participants who receive street outreach services must meet the eligibility criteria of paragraph (1) of the “homeless” definition or who meet the criteria under paragraph (4) of the “homeless” definition **and** live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition of 24 CFR § 576.2.

B.28 DIVERSION

Diversion is a strategy that helps people experiencing a housing crisis to identify and access safe alternatives to an emergency shelter and housing services quickly. Outreach staff should be able to execute various forms of diversion techniques to the appropriate situations. Diversion includes services such as: creative problem-solving conversations, family reunification support, conflict resolution mediation, housing search and placement, and obtaining transport to home of residence (bus ticket home).

If an individual or family cannot be diverted from the homeless system of care, street outreach workers will complete an assessment using the tool approved by the Coordinated Entry System (CES).

B.29 ASSESSMENT

SUBRECIPIENT must determine an individual's vulnerability and willingness or ability to independently access services such as emergency shelter, medical services, and housing, prior to providing street outreach services, to ensure that those with the greatest need are served first.

B.30 ELIGIBLE COSTS

Eligible costs for Street Outreach services include providing essential services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services consist of contact, engagement, case management, emergency health and mental health services, and transportation. Specific requirements and eligible costs include:

1. Engagement: The costs of activities to locate, identify, and build relationships with unsheltered homeless people including:
   a. Salaries for outreach staff/street medicine staff

2. Emergency Health Services: The costs of outpatient treatment of medical conditions provided by licensed medical professionals operating in community-based settings (e.g., streets, parks).

3. Emergency Mental Health Services: The costs of outpatient treatment of urgent mental health conditions by licensed mental health professionals in community-based settings (e.g., streets, parks).

4. Transportation– The costs of travel by outreach workers, social workers, medical professionals, or other service providers during the provision of services eligible street outreach services.

5. Services Special Populations: The costs of otherwise eligible Street Outreach services that have been tailored to address the needs of the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless.

B.31 HMIS

Street Outreach subrecipients are required to enter participants into HMIS at first contact per the CoC Interim Rule (24 CFR 576 and 578). This helps to ensure coordination between service providers through the Coordinated Entry System (CES), provides an opportunity to document homelessness, and avoids duplication of services and participant data.

Street Outreach requirements in HMIS:

1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Outreach and Services Engagement (Taken just once per enrollment)
5. Outreach and Services Contact (Taken at each contact with client)
6. HUD Exit Assessment/Program Dismissal

B.32 COORDINATED ENTRY SYSTEM (CES)

In addition to direct street engagements, SUBRECIPIENT will accept referrals from the Coordinated Entry System (CES) HomeConnect Hotline which operated as a main entry point for persons experiencing homelessness. CES HomeConnect will utilize the outreach coverage schedule to determine which subrecipient is most appropriate to respond.

SUBRECIPIENT shall assist HomeConnect with system backlog. The Coordinated Entry System has individuals and families who have been awarded a housing connection, but require outreach to provide supportive services, navigation assistance, or case management to obtain housing. Outreach staff will coordinate with CES to obtain referrals that are agency appropriate to assist with housing connection backlog.

B.33 STREET OUTREACH FILE CHECKLIST

The basis of all determinations (eligibility, assistance needed, assistance provided, etc.) must be supported by the evidence documented in the case file. Minimum Documentation should include but is not limited to:

1. Proof of eligibility - Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
2. Program Intake Documents such as:
    a. HMIS Release of Information,
    b. Notice of Privacy Practices,
    c. Participant grievance,
    d. Participant consent form,
    e. Participant identification, if applicable
    f. Release(s) of Information if applicable.
3. Wellness Plan that shows the street outreach provider and program participant developed a plan to assist the program participant in obtaining medical services and permanent housing or sheltered services.
4. Case notes that reflect progress made toward the client's wellness plan goals.
5. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, gas voucher, bus pass, DMV receipt, etc.
6. Referrals made by the subrecipient to program participant to obtain mainstream and other resources as needed.
7. Program Discharge/Exit paperwork

B.34 SCHEDULING AND PARTICIPATION

SUBRECIPIENT shall co-facilitate and participate in a countywide street outreach collaborative that will include other street outreach teams/street medicine teams. Teams will meet virtually once a week to coordinate outreach efforts. The meeting schedule will be determined and implemented by outreach teams. Outreach teams will co-facilitate in-person outreach meetings monthly to collaborate, support street medicine team(s), refer clients to street medicine services, case conference, and ensure regional coverage. Monthly street outreach meetings will be organized and co-facilitate by the Housing Authority.

SUBRECIPIENT will develop an outreach coverage schedule in coordination with COUNTY. Said schedule will be shared with the street outreach collaborative to ensure street outreach coverage across all districts of the county.

SUBRECIPIENT may, on an as needed basis, be required to participate in outreach responses and events.

B.35 SUBRECIPIENT shall complete and submit the Monthly Performance Report by the 10th business day of the following month. (See Attachment IX)

B.36 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized HHIP expenditures under this Grant must be submitted to HWS no later than 12/31/2027.

ATTACHMENT I

Assurance of Compliance

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

Operation Safe House, Inc
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, 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; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

_____ _____
Date Administrative Director

9685 Hayes Street
Riverside, CA 92503

_____
Address of Vendor/Recipient

CR50-Vendor Assurance of Compliance

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

From: _____
Remit to Name
_____
Remit to Address
_____ _____ _____
City State Zip Code

_____
Contract Number

Total amount requested: $ _____ for the period of _____

Select Payment Type(s) Below:

☐ Advance Payment $ _____
(If allowed by Contract/Grant)

☐ Actual Payment $ _____
(reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures
	$0.00

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

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

_____ _____ _____
Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

_____ _____
Purchase Order # (10) Invoice #

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

_____ _____
Program Date

_____ _____
Fiscal Date

SUPPORTING DOCUMENTATION

The general rule for supporting documentation is that for any program cost that is to be reimbursed (or used as match), provide the invoice which documents that a cost was incurred, and a receipt, or a copy of a check, a check stub, or copy of bank statement to substantiate the amount paid. Supporting documentation must be ***legible, clear, and organized***. The COUNTY must be able to tie your request to the amounts claimed after each line item on the Claim Form. Costs can only be reimbursed if they have been included in the original Technical Submission/Application.

Documentation for like line items should be clipped together and identified with a summary sheet or label identifying the Line Item Number or the Activity as listed on the Claim Form A spreadsheet itemizing the expenses, or at a minimum, an adding machine tape showing the expenses with a matching amount on the claim form is helpful. The clearer the information is that you provide, the quicker we will be able to process the claim.

The Fiscal Management Reporting Unit reviews each claim for expenses that are:
Allowable Allocable Reasonable

CLAIM DOCUMENTATION REQUIRED BY THE COUNTY

RAPID REHOUSING / EMERGENCY SHELTER
Lease agreement - Must be submitted at time of client entry into the program and each time a lease expires or changes.)
Invoice or documentation of rent amount and due date
Proof of payment (receipt and cancelled check or check stub)
STAFF (Street Outreach, Rapid Rehousing, Emergency Shelter, HMIS & Admin)
ESG Program Individual Staff Breakdown form
Time Sheet
Time and Activity Report
Pay Stub or Payroll Report
EXPENSES (Street Outreach, Rapid Rehousing, Emergency Shelter, HMIS & Admin)
Invoice or receipt that is dated and has a detailed explanation of charges.
Proof of payment (cancelled check or check stub)

ATTACHMENT V
BIDDER BID RESPONSE

INVITATION TO BID # COARC-005

EMERGENCY SOLUTIONS GRANT-CARES ACT FUNDING ROUND II
STREET OUTREACH

ITB Release Date: *Thursday, March 25th, 2021*

Submittal Deadline: *Thursday, April 8th, 2021 by 1:30pm*

By:
Scott Haddon, Senior Procurement Contract Specialist
Riverside County Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Email: SHaddon@rivco.org
NIGP Code # 95255

This Invitation to Bid (ITB) and any ensuing Addendums are available at the following links:
www.purchasing.co.riverside.ca.us and www.publicpurchase.com

NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS INVITATION TO BID AND PROVIDE A RESPONSE AS REQUIRED

Any bidder who requests to have this ITB in electronic format may send an email request to:

Scott Haddon – Shaddon@co.riverside.ca.us

Appendix A

PURPOSE/BACKGROUND

The County of Riverside Purchasing Department on behalf of Riverside County's Housing, Homelessness Prevention and Workforce Solutions Department (HHPWS) – Continuum of Care Division, hereafter referred to as the County, is seeking quotes from interested, qualified, and experienced bidders to provide expand on essential ***Street Outreach (SO)*** services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, permanent housing, or critical services, and provide them with urgent, non-facility-based care. The Street Outreach Program is funded under the Coronavirus Aide, Relief, and Economic Security Act (CARES) enacted on March 27, 2020 for the purposes of ***preventing, preparing for and responding to the coronavirus pandemic***. The California Emergency Solution Grant Round 2 (ESG-CV2) is administered by the California Department of Housing and Community Development ('State Department') with funding received from the U.S. Department of Housing and Urban Development (HUD). HCD has allocated $31,589,00 to HHPWS-CoC to administer Homeless Assistance Programs in Riverside County, with the Street Outreach Allocation being ***$1,474,617*** to prevent, prepare for and respond to the coronavirus pandemic. The California ESG-CV2 funds are to provide services in all areas of the County of Riverside not currently eligible for ESG funds through direct city ESG entitlement. Areas excluded and not eligible for ESG funds under this RFP include the cities of: Riverside and Moreno Valley.

The ESG-CV2 funding priorities are: (1) to serve those most in need through rapid rehousing, emergency shelter, and street outreach; and (2) to ensure all eligible persons receive equitable services with dignity, respect and compassion regardless of circumstance, ability, or identity. This includes marginalized populations, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders, and other people of color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not have access to mainstream support.

The intent of the ESG-CV2 funds is to supplement the existing operational budgets of nonprofit organizations and government agencies responding to the critical needs of the community by providing services to prevent, prepare for, and respond to increased demand for services for these populations.

Please Note: the ESG-CV funds can be used to reimburse homelessness service providers for eligible coronavirus-related expenses incurred before the enactment of the CARES Act. The County of Riverside will use March 4, 2020, as the coronavirus pandemic impact date.

The expenditure deadline is August 31, 2022 for ESG-CV Round 2 Street Outreach.

Goal

The primary goal of the County's ESG-CV2 Street Outreach Program is to prevent, prepare for and respond to the coronavirus by expanding street outreach efforts across the County of Riverside to engage with persons experiencing unsheltered homelessness, with the ultimate goal of moving these persons into permanent housing where they will be the safest.

Target Populations

Unsheltered homeless throughout Riverside County.

Objectives

1. Develop a more effective crisis response system including a coordinated street outreach network to cover assigned geography, that will act as an entry point to the Continuum of Care's Coordinated Entry System (CES) for unsheltered individuals.

2. Expand street outreach services in all five Supervisorial Districts to support systematic street outreach services in each region and to prevent, prepare for and respond to the coronavirus.

2. Establish a direct connection with existing Street Outreach Program to promote coordination across all teams and ensure services are planned, strategic, and organized.

3. Move unsheltered homeless into emergency shelters or other housing options, where they can be linked to supportive services, and eventually permanent housing.

4. Increase the availability of field based clinical and medical support staff to address the complex physical and behavioral health barriers individuals may be experiencing in unsheltered homelessness.

5. Provide specialized and targeted street outreach services to engage marginalized populations experiencing homelessness in Riverside County. These marginalized populations include Black, Native and Indigenous, Latinx, Asian, Pacific Islanders, and other people of color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not have access to mainstream support.

6. Provide street outreach services that are low barrier, trauma informed, culturally responsive and Housing First-oriented which recognizes that the most effective solution to homelessness is permanent housing and all housing for the homeless should be provided immediately, without any preconditions, such as sobriety requirements. Per HUD guidance, individuals and families assisted with these ESG-CV2 funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.

Program Evaluation

The HHPWS - Continuum of Care Division will provide ongoing program monitoring and technical assistance to ensure that programs are meeting strict spending milestones established by HUD and the State. In line with HUD's expenditure deadlines included in the CPD-20-08 ESG-CV Notice, HHPWS requires subrecipients to meet the following expenditure deadlines for **ESG-CV2** funding. Should the subrecipient not meet the following expenditure expectations, HHPWS in its sole discretion reserves the right to recapture the difference in funds between the actual expenditure amount at the expenditure deadline and expected expenditure. The Department also reserves the right in its sole discretion to mandate a corrective action or remediation plan to ensure future timely expenditure of ESG-CV Round 2 funds.

Percentage of ESG-CV (Round 2) Award	Expenditure Deadline
20%	July 31, 2021
40%	September 30, 2021
60%	November 30, 2021
80%	January 31, 2022

Funding for Services

The ESG-CV2 Street Outreach Program is funded under the Coronavirus Aide, Relief, and Economic Security Act (CARES) enacted on March 27, 2020 for the purposes of ***preventing, preparing for and responding to the coronavirus pandemic***. The minimum request for this bid is $200,000, with no maximum.

Tab A Bid Checklist

Instructions:

- This section must be filled in and each item checked off to ensure all items requested by the County in this ITB have been submitted.
- Follow the instructions in each section of this ITB.
- Present all requested items in the index tabs ordered A through J as shown
- Label each item presented and include additional items on your Table of Contents
- All bids must include a detailed description of each proposed service to be provided
- Bidders that do not follow the bid instructions found in the Terms and Conditions document "Section 5.0 General Requirements" may be found to be "non-responsive" and disqualified from the bid process

Name of Company: _____

Service to provide: ESG-CV2 Street Outreach

Bid Submission Checklist

General Bidder Information

Please provide one copy of the following items in your quote. Indicate the page number where the item is located.

Page Number

- ☐ Tab A – Bid Checklist *(this page)* ..... _____
- ☐ Tab B – Bid Cover Page *(signed by Authorized Signatory)* ..... _____
- ☐ Tab C – Company Profile/ Experience ..... _____
- ☐ Tab D – Acknowledgements ..... _____
- ☐ Tab E – Scope of Services ..... _____
- ☐ Tab F – References ..... _____
- ☐ Tab G - Credentials/Resumes/Certifications/Licenses ..... _____
- ☐ Tab H – Bidder Attachment ..... _____

Any response that bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the ITB, bidders shall paste in Tab H. When pasting attachments to Tab H, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Bidder's Response box with the words "See Tab H." List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	_____	_____
Attachment 2	_____	_____
Attachment 3	_____	_____
Attachment 4	_____	_____

Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____
Attachment 9	_____	_____
Attachment 10	_____	_____
Attachment 11	_____	_____
Attachment 12	_____	_____
Attachment 13	_____	_____
Attachment 14	_____	_____
Attachment 15	_____	_____
Attachment 16	_____	_____
Attachment 17	_____	_____
Attachment 18	_____	_____
Attachment 19	_____	_____
Attachment 20	_____	_____

Cost and Financials

Please provide Tabs I and J in a clearly marked, sealed envelope. These items should only be included in the Original Bid.

☐ Tab I – Cost/Budget Narrative

☐ Tab J – Financial Statement

Tab B Bid Cover Page

This Bid Cover Page must be signed by an authorized representative. Signature by an authorized representative of the company on the quote cover page shall constitute a warranty, the falsity of which shall entitle the County of Riverside to pursue any remedy authorized by law, which shall include the right, at the option of the County of Riverside, of declaring any contract made as a result thereof, to be void.

BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are required to register (If not already registered) on the County of Riverside Purchasing website:
WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside Purchasing Department is soliciting quotes from qualified firms to provide:
ESG-CV2 Street Outreach

County of Riverside – Purchasing and Fleet Services
ITB # COARC-005
2980 Washington Street
Riverside, CA 92504-4647

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."
Company Name:
Mailing Address:
City: State: Zip:
Remit to Address:
City: State: Zip:
Phone # ( ) FAX # ( )
Contractor Website:
Name: Title:
Signature: Date:
Email:
Please Check ☐ Disabled Veteran

Tab C Company Profile/ Experience

This section of the quote is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the ITB. The Company Profile should be concise and clear and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

   BIDDER'S RESPONSE:

2. Company overview of services or activities performed, including:
   a. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
   b. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
   c. Company size - number of staff.
   d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

   BIDDER'S RESPONSE:

   a)

   b)

   c)

   d)

3. Please indicate whether the bidder holds controlling or interests in any other organization or is owned or controlled by any other person or organization if none that must be stated. Governmental agencies are exempt from this requirement.

   BIDDER'S RESPONSE:

4. Financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

   BIDDER'S RESPONSE:

5. Names of persons with whom the bidder has been associated in business as partners or business associates in the last five (5) years. Governmental agencies are exempt from this requirement.

   BIDDER'S RESPONSE:

6. An explanation of any litigation involving the bidder or any principal officers thereof in connection with any contract.

   BIDDER'S RESPONSE:

7. Include the policy and procedures for the bidder's company background checking procedures and company utilized. Bidders must conduct, at a minimum, a Department of Justice (DOJ) criminal background record check on all employees, subcontractors, and volunteers.

   BIDDER'S RESPONSE:

8. **Federal Exclusion List** - System for Award Management (SAM) - If this Request for Quote is Federally or State funded, bidders must go to the following website and submit with their quote that the contractor is not listed on the System for Award Management (SAM) at https://www.sam.gov for:

   - ✓ Central Contractor Registry (CCR)
   - ✓ Federal Agency Registration (Fedreg)
   - ✓ Online Representations and Certifications Application
   - ✓ Excluded Parties List System (EPLS)

   Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. If awarded a contract, awarded vendor must notify the County immediately if it is debarred at any time during the contract period.

BIDDER'S RESPONSE:
a.

Tab D Acknowledgements

1. Clarifications, Exceptions, or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the ITB. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarification, exception, or deviation, a statement to that effect shall be included in this section. The sample service agreement is attached as Exhibit A (which is located in the Terms and Conditions Document) and incorporated herein by this reference.

The following contractual terms are **non-negotiable**.

- Indemnification
- All insurance terms prior to the start of the agreement
- Termination
- Ownership/Use of Contract Materials and Products
- Disputes
- Governing Law
- Confidentiality
- Subcontractors
- Reporting Requirements

Do you have any other exceptions/deviations? If so, please provide an explanation:
BIDDER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All bidder(s) shall submit evidence of all required insurance. An Accord cover page will suffice and if awarded the contract the bidder has ten (10) calendar days to produce the required insurances including a certified endorsement naming the County as additionally insured. The bidder shall certify to the possession of any-and-all current required licenses or certifications. Do not purchase additional insurance until this bid has been awarded. Provide a copy of current business license or other applicable licenses.

Please acknowledge that bidder will adhere to insurance requirements:
BIDDER'S RESPONSE:

1. Transition

Upon expiration or termination of the agreement for any reason, during the transition close-out period the bidder agrees to:

a. Continue delivering services in all geographic areas currently served in Riverside County until notified otherwise; and
b. Assist HHPWS in the orderly transition and transfer of all collaborations and committees to HHPWS and the subsequent contractor(s); and
c. Provide, in a timely manner, all file and information deemed necessary by HHPWS for use in subsequent contracting activities without additional cost to HHPWS or the new contractor(s), upon termination or expiration of the agreement for any reason; and
d. Cooperate with HHPWS during a transition close-out period to ensure orderly and seamless delivery of services to residents of Riverside County.

Please acknowledge that bidder will adhere to transition requirements:
BIDDER'S RESPONSE:

CERTIFICATIONS

I, _____, a duly authorized agent of _____
Printed Name of Agent/Officer — Name of Organization

hereby certify that _____ by submission of this quote in response to the
Name of Organization

Professional Services ITB, agree upon contract award to carry out the requirements specified, and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

Tab E Scope of Services

This ITB has a space provided under each question the County has of the bidder. This ITB is available for electronic download at www.publicpurchase.com.

Bidders must address all points in this section. All questions are in italicized font in the box.

Select which Districts your bid will support through Street Outreach under ESG-CV2 and indicate if your bid would target any subpopulation/s.

Target Population: Households experiencing unsheltered homelessness in Riverside County.

Select all Supervisorial District(s) your Bid is proposing to serve: ☐ 1 ☐2 ☐3 ☐4 ☐5

Please list population/s to be targeted through Bid:

☐ General Unsheltered Homeless Population (*select if you will target any unsheltered*)

☐ Homeless Seniors Age 62 or above, including those who are chronically homeless

☐ Homeless Youth Aged 18 – 24, including those who are chronically homeless

☐ Homeless Veterans including those who are chronically homeless

☐ Homeless Families with Child(ren) Aged 17 or below including those who are chronically homeless in this category

☐ Unaccompanied Homeless Women including those who are chronically homeless

☐ Other sub-population/s to be targeted through bid: _____

GENERAL SERVICE REQUIREMENTS

Bidder must agree to do the following:

1. Street Outreach Team(s) will contact and engage the most vulnerable individuals and families living on the streets, in cars, or other vehicles, in sheds, abandoned buildings and other places not meant for human habitation. Target individuals resistant to shelter services, who have substance use, physical/mental health struggles and are living in encampments.

   BIDDER'S RESPONSE: *Bidder must acknowledge that they have read and will comply with the statement above.*

2. Through ongoing engagements, Street Outreach Team(s) will build rapport with individuals, participate in the Coordinated Entry System, utilize and complete the CoC-approved common assessment tool to access

individual needs, and collect and enter information individual engagements into the Homeless Management Information System (HMIS) to track project and services.

BIDDER'S RESPONSE: *Bidder must acknowledge that they have read and will comply with the statement above.*

3. Street Outreach Team(s) will conduct an individualized needs assessment for individuals and work with the them to develop an Individualized Service Plan (ISP) to address barriers preventing them from obtaining and/or searching for housing.

BIDDER'S RESPONSE: *Bidder must acknowledge that they have read and will comply with the statement above.*

4. Street Outreach Team(s) will provide case management and supportive services that includes assessing housing and service needs and arranging/coordinating/monitoring the delivery of individualized services. For the purposes of defining case management as it related to street outreach and navigation, see the definition under 24 CFR.101(a)(2), Case Management.

BIDDER'S RESPONSE: *Bidder must acknowledge that they have read and will comply with the statement above.*

5. Street Outreach Team (s) will ensure that all individuals have access to supportive services. All individuals shall have access to an array of supportive services, which includes but is not limited to:
    a. Temporary housing/emergency shelter
    b. 2-1-1 hotline for social services
    c. Social Security benefits
    d. Cal-Works and other income security programs
    e. Cal-Fresh assistance
    f. Low Income Energy Assistance Programs
    g. Affordable housing information
    h. Employment assistance and job training programs
    i. Health care and mental health services
    j. Services for victims of domestic violence
    k. Veteran Services
    l. Legal service and credit counseling
    m. High School Diploma completion or GED test preparation

BIDDER'S RESPONSE: *Bidder must acknowledge that they have read and will comply with the statement above.*

6. Street Outreach Team(s) will be required to establish and ensure a direct connection with existing Street Outreach Program to promote coordination across all teams and ensure services are planned, strategic, and organized. This effort will be supported with the establishment of a Street Outreach Collaborative that will be led by HHPWS, with meetings co-facilitated by all ESG-CV2 Street Outreach recipients to strategize, problem-solve and case conference cases.

BIDDER'S RESPONSE: *Bidder must acknowledge that they have read and will comply with the statement above.*

7. Street Outreach Team(s) will be required to respond to incidents related but not limited to evacuation emergencies and other specialized outreach events which directly impact or provide reach to individuals (e.g. engaging and coordinating services for individuals living at an encampment potentially impacted by flooding or those impacted by a future clean-up effort).

BIDDER'S RESPONSE: *Bidder must acknowledge that they have read and will comply with the statement above.*

8. Street Outreach Team(s) will participate in the Coordinated Entry System (CES) and provide warm handoffs to coordinate entry to shelter, housing, and service providers.

BIDDER'S RESPONSE: *Bidder must acknowledge that they have read and will comply with the statement above.*

9. Street Outreach Team(s) will be available to provide service on weekdays and through 8:00 p.m. on weekdays and weekends, in addition to completing shifts on weekends on a rotational basis. During the Annual Homeless Point-in Time (PIT) Count, Street Outreach Team(s) will be expected to mobilize teams to provide after-hours outreach (e.g. PIT Count starts at 4 a.m.).

BIDDER'S RESPONSE: *Bidder must acknowledge that they have read and will comply with the statement above.*

Tab F References

1. **References**

All bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include Riverside County Elected Officials, Department Directors, or staff as a reference. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	

Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

2. Provide a list detailing contracts that your company has been awarded during the last five (5) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

3. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

Tab G Credentials/Resumes/Certifications/Licenses

1. BIDDER REQUIREMENTS

   A. Contractor must complete a criminal background check on all employees, subcontractors, and volunteers providing services. Criminal records clearance must be obtained from the State of California Department of Justice prior to any individual providing services to individuals. A statement affirming that appropriate clearance has been obtained must be maintained in everyone's personnel file.

   BIDDER'S RESPONSE: *Bidder must acknowledge that they have read and will comply with the above statement.*

2. RESUMES

   Bidder shall specifically provide the following information on all employees to be providing services related to this ITB:

   A. Position Title
   B. Responsibilities
   C. Qualifications/Experiences
   D. Certifications/licenses, if applicable
   E. Any other information, which will assist in evaluating qualifications.

BIDDER'S RESPONSE:

A.

B.

C.

D.

E.

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Tab H Bidder Attachment

Any response that bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the ITB, bidders shall paste in Tab H. When pasting attachments to Tab H, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Bidder's Response box as the example shows below:

Below is an example:

Tab D Company Profile

This section of the quote is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the ITB. The Company Profile should be concise and clear and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER'S RESPONSE: Located in "Attachment 1"

Please provide one copy of Tabs I and Tab J in a separate file.

Tab I Cost Quote

In this section, please complete and include the Cost Quote Sheet. The County reserves the right to negotiate final fees with the selected bidder(s). Quotes must fully describe all costs and charges to County as part of this service/project. As stated in the Cost Quote, bidders must provide fully inclusive blended rates, which are inclusive of all of the bidder's project-related or supported expenses, including travel expenses. Expenses not included in the Line Item Budget will not be reimbursed. Bidders may also include any other documents as information to further explain the proposed costs.

Unit of Service Budgets must be **all-inclusive** and include administration, case management, travel, training, insurance, and operating costs. The bidder is required to sign each Cost Quote; failure to do so could result in a non-responsive bid.

Cost Quotes are to be based on the scope defined in Section E. "SCOPE OF SERVICES".

Service	Unit of Service	Extended Cost
		$
		$
		$
		$
	TOTAL COST	$

(SHOULD BE BUILT BASED ON YOUR SERVICE)

This space is provided to bidder for any budget narrative:

BIDDER'S RESPONSE:

CERTIFICATIONS

I, _____, a duly authorized agent of _____
Printed Name of Agent/Officer — Name of Organization

hereby certify that _____ by submission of this Quote in response to the
Name of Organization

Professional Services ITB, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Agent/Officer _____

Tab J Financial Statement

Please place financials in a separate file.

Financial statements will be submitted to the Accounting Office for review, then separated as "Confidential."

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the quote submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity.

Financials should provide sufficient detail to assure the County of Riverside that bidder can support services being offered and as a bidder the firm will not seek early payment for services delivered, expedited payments or checks delivered by any means other than regular mail through the County Auditor/Controller's Office.

Tab K Evaluation and Awarding Process

The awards go to the lowest cost of the most responsive and responsible bidders. However, we may be awarding to multiple vendors depending on coverage and territory.

Letter of Intent

LOI # COARC-006

Riverside County
Emergency Shelter Services
ESG-CV2 Funds

LOI Release Date: *Thursday, March 25th, 2021*

Submittal Deadline: *Thursday, April 8th, 2021 by 1:30pm*

County of Riverside
Letter of Intent (LOI) # COARC-006
Emergency Shelter ESG-CV2 Funds

PURPOSE: The County of Riverside and its Housing, Homelessness Prevention, and Workforce Solutions Department (HHPWS), hereafter called The County, seeks organizations providing permanent and/or temporary emergency shelters in Riverside County to help *prevent, prepare for, and respond to the coronavirus,* prioritizing seniors, families and youth experiencing homelessness.

BACKGROUND: In response to the novel coronavirus pandemic (COVID-19), the U.S Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-25, in March 2020, which provided a supplemental appropriation of Homeless Assistance Grants under the Emergency Solutions Grant (ESG) Program (24 CFR 576). These funds must be used to prevent, prepare for, and respond to COVID-19 among individuals and families who are homeless to mitigate the impacts created by the virus.

The County has been allocated $14,321,711 under the ESG Emergency Shelter component (24 CFR 576.102) of the ESG Interim Rule. This Letter of Intent is not for Rapid Rehousing (RRH), Prevention, or Street Outreach components. The Emergency Shelter Cares Act (ESG-CV2) funding is to be used for operational and essential services for permanent and/or temporary emergency shelters.

The primary intent of the ESG-CV2 emergency shelter funding is to supplement the existing operational budgets of nonprofit organizations and government agencies responding to the critical needs of the community by providing services to prevent, prepare for, and respond to increased demand for emergency shelter.

Please Note: the ESG-CV funds can be used to reimburse emergency shelter service providers for eligible coronavirus-related expenses incurred before the enactment of the CARES Act. The County of Riverside will use March 4, 2020, as the coronavirus pandemic impact date.

DESCRIPTION OF SERVICES: The County is releasing this LOI to identify potential vendor or vendors to provide the services outlined in Exhibit A.

CONTRACT TERM: March 4th, 2020 through January 31st, 2022, with no option to extend the contract. The minimum request for this award is set at $500,000.

COMPENSATION: This request is for informational purposes only. The County of Riverside is not responsible for any cost(s) incurred in response to this LOI.

CONFIDENTIALITY: Should a Respondent request in writing that their proprietary information be held in confidentiality, the County will comply. This LOI is for informational purposes only.

ALTERATION: No alteration or variation of the terms of this LOI shall be valid, and no oral understanding or agreement, not incorporated herein, shall be binding on any of the parties hereto. Only the County of Riverside Board of Supervisors or the County Purchasing Agent may authorize any alteration or revision of this LOI, which would be completed in writing. The parties expressly recognize that County personnel are without authorization to either change or waive any requirements of this LOI.

VENDOR INQUIRIES/ RESPONSES: The County requires that Respondents mail and email a "Letter of Interest," typewritten uniformly on letter-size (8 ½" by 11") sheets of white paper with each section clearly titled, and each page clearly and consecutively numbered.

Respondents shall express their interest and include a brief description of services to be provided, completion of Exhibit B showing the expenditure milestones to be met, along with a completed and signed LOI Form, attached and incorporated herein as Exhibit C. Documents must be clean and suitable for copying. Please submit electronically on the Public Purchase website at www.publicpurchase.com

Questions regarding this LOI may be directed to Scott Haddon, Senior Procurement Contract Specialist at SHaddon@rivco.org and/or Lindsay Sisti, Program Specialist with HHPWS, CoC at LSisti@rivco.org

GENERAL SUBMITTAL INSTRUCTIONS:

1. All requested information must be submitted in accordance with the standards and specifications contained within this Letter of Intent and must contain a cover page, with a certification of intent to meet the requirements specified.
2. The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the letter of intent.
3. The County shall not pay any costs incurred or associated in the preparation of this or any Letter of Intent or for participation in the procurement process.
4. Bidders may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the bidder's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.
5. All Letters of Intent for LOI # COARC-006, shall be approved and signed by an authorized agent.
6. Submit Letter of Intent to the Public Purchase website.
7. The Letter of Intent shall be concise and to the point. A letter format in sufficient detail to allow thorough evaluation and analysis is required.
8. All work papers prepared in connection with the contractual services will remain the property of the successful bidder; however, all reports rendered to the County are the exclusive property of the County and subject to its use and control.

TIMELINE - DATES:

1. RELEASE OF LETTER OF INTENT
Thursday, March 25th, 2021

2. SUBMITTAL DEADLINE IS:
Thursday, April 8th, 2021 by 1:30pm

3. LETTER OF INTENT AND LOI FORM MUST BE SENT ELECTRONICALLY TO THE PUBLIC PURCHASE WEBSITE AT www.publicpurchase.com.

This LOI process is done through Riverside County Purchasing
Attention: Scott Haddon ~ Procurement Contract Specialist
2980 Washington Street
Riverside, CA 92504-4647

4. LETTER OF INTENT AND LOI FORM CAN ALSO BE EMAILED TO:
Lindsay Sisti LSisti@rivco.org AND Scott Haddon at SHaddon@rivco.com.

EXHIBIT A

LETTER OF INTENT (LOI # COARC-006)

Scope of Service

This LOI is seeking emergency shelter providers to express their interest in implementing permanent and/or temporary emergency shelter in Riverside County ***to prevent, prepare for and respond to the coronavirus*** from the period of March 4, 2020 through January 31, 2022 by providing the services described in of the ESG Interim Rule (*24 CFR 576.102)* and in the CARES Act and HUD Notice CPD-20-08 as described below. Riverside County is requesting the dedication of emergency shelter beds for the seniors, families and youth experiencing homelessness to support the mission to end homelessness for these populations.

****For the purpose of COVID-19 preparedness, prevention, and response, "Emergency Shelter" can refer to an existing structure that is requesting funding to adhere to Centers for Disease Control (CDC) guidance, hotel/motel vouchers for the use of non-congregate shelter, and/or temporary structures to be used as shelter while COVID-19 measures are in place.***

1. ***Essential Services*** – *576.102 (1),* ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:

   (i) *Case management*. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:

   (a) Using the centralized or coordinated assessment system as required under § 576.400(d);
   (b) Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility;
   (c) Counseling;
   (d) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
   (e) Monitoring and evaluating program participant progress;
   (f) Providing information and referrals to other providers;
   (g) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
   (h) Developing an individualized housing and service plan, including planning a path to permanent housing stability.

   (ii) *Childcare*. The costs of childcare for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

   (iii) *Education services*. When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies and instructional material; counseling; and referral to community resources.

   (iv) *Employment assistance and job training*. The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction;

and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

(v) *Outpatient health services.* Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and noncosmetic dental care.

(vi) *Legal services.*

(a) Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing.

(b) Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community.

(c) Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.

(d) Component services or activities may include client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.

(e) Fees based on the actual service performed (*i.e.,* fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.

(f) Legal services for immigration and citizenship matters and issues relating to mortgages are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.

(vii) *Life skills training*. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.

(viii) *Mental health services*.

(a) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions.

(b) ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.

(c) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.

(d) Eligible treatment consists of crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

(ix) *Substance abuse treatment services*.

(a) Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.

(b) ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.

(c) Eligible treatment consists of client intake and assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.

(x) *Transportation*. Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, child care, or other eligible essential services facilities. These costs include the following:

(a) The cost of a program participant's travel on public transportation;

(b) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

(c) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and

(d) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

(xi) *Services for special populations*. ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1)(i) through (a)(1)(x) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

2. Renovation *– 576.102 (2)* Eligible costs include labor, materials, tools, and other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter). The emergency shelter must be owned by a government entity or private nonprofit organization.

3. *Shelter Operations* *– 576.102 (3)*
Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

4. *Homeless Management Information System Component (HMIS) 24 CFR 576.107*:

Applicants may request funds to pay for the costs of contributing data to HMIS. Specific uses are outlined in 24 CFR 576.107.

5. *Administrative Activities (Admin) 24 CFR 576.108*:
Applicants may request up to 5% of their requested amount for the ES component and HMIS component for Administrative (Admin) activities as outlined in 24 CFR 576.108. For example, if an applicant requests $50,000 for ES and HMIS activities, they can request an additional 5% for Admin (i.e., $2,500 in this example). This would make their total request $52,500.

Examples of Eligible Activities to Prevent, Prepare for, and Respond to COVID-19

- Personal protective equipment such as masks and gloves (for staff and residents)
- Thermometers
- Bed linens, towels, alcohol-based hand sanitizer, soap, tissue
- Cots, room dividers, plexiglass "sneeze" guards to create physical barriers between people
- If meals are served, to-go boxes and utensils
- Washers, dryers, portable handwashing stations
- Mobile shower units (to expand bathroom facilities to allow for better social distancing/quarantining)
- Transportation costs including agency-provided transportation, bus, taxi, or rideshare costs for participant travel to and from medical care, including testing and vaccination.
- Expanding staff hours and/or hiring new staff (e.g., a shelter may want to expand its hours to operate 24 hours per day so participants do not have to leave during the day or a shelter may need additional staff to oversee expanded spaces or to provide back-up for staff that may need to quarantine at home)
- Hotel/motel vouchers
- Rent, utility costs, insurance costs of new space to temporarily expand shelter capacity
- Minor renovation costs such as putting up walls to create space within an existing shelter for social distancing/isolation/quarantine or major renovation through the conversion of a building into an emergency shelter
- Ventilation repair, maintenance, or new equipment that is compliant with recommendations of public health officials
- Staff training on how to deliver services during the COVID-19 pandemic
- Staff costs to move people quickly out of shelter and into permanent housing
- Volunteer incentives for volunteers working directly with shelter residents
- Vaccination Ambassadors
- Rental of space for vaccination events for shelter residents and staff or paying other eligible costs for vaccinations and testing provided on-site

Thresholds for requesting reimbursement for costs incurred between March 4, 2020 and January 31, 2022:
1. Applicant must have been using HMIS to enter client- level data during the time frame for which funds are being requested, or;
2. Can collect/enter into HMIS retroactively ALL of the required HMIS data elements back to the time in which reimbursement is requested.
3. Previous eligible costs must have proper documentation and must not have already been paid for through another grant.

EXHIBIT B

Housing, Homelessness Prevention, and Workforce Solutions
ESG-CV2 Emergency Shelters
Expenditure Milestones

Contractor's Name _____
# of beds dedicated to priority populations:
Seniors
Families
Youth

****Expand Chart as needed to include all information*

SERVICE PERIOD	ANTICIPATED EXPENDITURES	DETAIL OF EXPENDITURES (SERVICE TYPE AND AMOUNT)
March 4, 2020 – July 31, 2021		
August 1, 2021 - September 30, 2021		
October 1, 2021 - November 30, 2021		
December 1, 2021 - January 31, 2022		
Total Anticipated Expenditures	**$**	

EXHIBIT C

LETTER OF INTEREST

The County of Riverside, on behalf of the Department of Public Social Services, is seeking vendors to express their intent to provide permanent and temporary emergency shelter services for individuals and families to prevent, prepare and respond to the coronavirus as detailed in Exhibit A.

LETTER OF INTENT # COARC-006 CLOSING DATE: April 8th, 2021

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company Name

STATUS OF THE COMPANY Please check: ☐ Non-Profit ☐ Profit

Street Address:

Mailing Address:

City: State: Zip:

Phone # ( ) FAX # ( )

Shelter Location and Address :

Business Activities:

Name _____ Title _____

Signature_____

Please Check: ☐ Minority Owned ☐ Woman Owned ☐ Disabled Veteran

Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this LOI will be credited to that location in Riverside County.

ATTACHMENT VI
Standard Agreement No. 20-ESGCV1-00009
Including Amendment #2

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

SCO ID:

STD 213A (Rev. 4/2020) ☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 90 PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
	20-ESGCV1-00009	1	

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

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME
County of Riverside

2. The term of this Agreement is:

START DATE
December 17, 2020

THROUGH END DATE
September 30, 2022

3. The maximum amount of this Agreement after this Amendment is:
$33,066,800.00

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

Add ESG-CV Round 2 funding in the amount of $31,589,000.00 Exhibits A, B, and D from the original ESG-CV Standard Agreement are replaced and superseded by the attached Exhibits A, B, and D in this Amendment. The original Exhibits A, B, and D have no further force and effect. Add Exhibit F (Contractor's ESG-CV Round 2 Application). This Standard Agreement, including Amendment 1 documents, now encompasses, governs, and restricts ESG-CV funding from the ESG-CV NOFA dated June 1, 2020 (Round 1) and the ESG-CV NOFA dated October 2, 2020 (Round 2).

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

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

PRINTED NAME OF PERSON SIGNING	TITLE
See Attached	See Attached

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
See Attached	See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

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

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

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
Shaun Singh	5/24/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

Page 1 of 1

State of California
STANDARD AGREEMENT
Std. 213 (Rev. 04/2020)

County of Riverside
20-ESGCV1-00009, Am.1
Page 2 of 2
Rev. 2/2021

CONTRACTOR

Contractor *(If other than an individual, state whether a corporation, partnership, etc.)*

COUNTY OF RIVERSIDE

A political subdivision of the State of California

By: _____ **Date:** 5/19/2021

Heidi Marshall
Director of the HHPWS

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

By: _____ **Date:** 5/19/2021

Lisa Sanchez
Deputy County Counsel III

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the federal CARES Act Emergency Solutions Grants Program Allocation (hereinafter, "ESG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department" or "HCD") pursuant to the provisions of the 2020 Federally enacted Coronavirus Aid, Relief, and Economic Security Act, Title XII, Homeless Assistance Grants Section (hereinafter, "CARES Act") and any HUD Notices or waivers including the HUD Mega-Waiver dated April 1, 2020 and HUD CPD Notice-20-08 dated September 1, 2020 and, where not superseded by the CARES Act, pursuant to the provisions of 42 USC 11371 – 42 USC 11378, ("Federal Statutes"), 24 CFR Part 576, ("Federal Regulations") all as shall be amended from time to time.

HCD receives federal funds for ESG-CV from the United States Department of Housing and Urban Development (HUD). In accepting this conditional reservation of funds, Contractor (sometimes referred to herein as "Grantee," "Administrative Entity," "Applicant," or "Continuum of Care") agrees to comply with the terms and conditions of this Agreement, which relates to the ESG-CV Notice of Funding Availability (NOFA) dated June 1, 2020 (Round 1) and the ESG-CV NOFA dated October 2, 2020 (Round 2) under which the Contractor applied, the representations contained in the Contractor's Application for the ESG-CV funding allocations, and the requirements of the authorities cited above. Any and all changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department.

2. Scope of Work

A. Contractor shall perform the Scope of Work ("Work") required as described in this Agreement and in the Application, which is on file electronically with the Department and which is incorporated herein by reference. Contractor shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibit E of this Agreement. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with ESG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

EXHIBIT A

B. Contractor shall perform the Work, only in the areas as identified, and in accordance with the approved ESG-CV Application and as required by Federal ESG requirements at 24 CFR Section 576. Contractor's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the Department. Services shall be provided by the Contractor and the Contractor's funded subrecipients for at least the term of the ESG-CV grant. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit F. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

3. Duplication of Benefits

A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each ESG-CV activity provides assistance only to the extent that the recipient's project's funding need(s) has not been met by another funding source.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary.

Applicants will be required to complete DOB documentation with application. Recipients will be required to continue to report on DOB during the expenditure period for the ESG-CV funds. Applicants will be required to prepare DOB policies and procedures including a policy for funds recapture to be included in written standards.

4. Effective Date and Commencement of Work

This Agreement was effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date"). However, the Standard Agreement is being modified per this Standard Agreement Amendment (STD 213A) which is effective upon the date of the Department's representative's signature on page one of STD 213A. Per the CARES Act, contractors may request reimbursement for allowable costs incurred to prevent, prepare for, and respond to coronavirus including costs that are incurred, including costs incurred prior to award letter and prior to the date of the enactment of the CARES Act. In addition, no activity funds shall be incurred until any required environmental review process has been completed, if required under 24 CFR 50, except as exempted by the

EXHIBIT A

CARES Act as it relates to temporary emergency shelters. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit A, Paragraph 5.

A. Contractor must obligate all funds within one hundred and twenty (120) days from the date of the award notification letter for each of the two rounds of funding. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the subcontractors are subject to obligate the funds within one hundred and twenty (120) days from the date of the award notification letter received by the general purpose local government.

B. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG-CV funds within one hundred and twenty (120) days from the date the Department made each of the two rounds of grant funding available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a fourteen (14) day written notification.

C. Contractor and its subcontractors agree that the Work shall be completed by the expenditure date specified in Exhibit A, Section 5 and that the Work will be provided for the full term of this Agreement.

5. <u>Term of Agreement and Performance Milestones</u>

A. This Agreement will expire on: September 30, 2022

B. All Program funds shall be expended by: July 30, 2022

C. All Final Funds Requests shall be submitted to the Department within thirty (30) days after the expenditure deadline.

D. Reimbursements will not be made after this Agreement expires.

E. Expenditure Milestone Expectations

a. In accordance with HUD's expenditure deadlines included in the CPD-20-08 ESG-CV Notice, Grantee must meet the following expenditure deadlines for ESG-CV funding. Should the Grantee not meet the following expenditure requirements, the Department in its sole and absolute discretion reserves the right to recapture any unspent ESG-CV awarded funds up to the maximum amount listed below. The Department also reserves the right in its sole and absolute discretion to mandate a

corrective action or remediation plan to ensure future timely expenditure of ESG-CV funds.

Percentage of ESG-CV Award	Expenditure Deadline	Maximum Recapture (as a percentage of total award)
20%	July 31, 2021	20%
40%	September 30, 2021	40%
60%	November 30, 2021	60%
80%	January 31, 2022	80%

6. Scope of Work Revisions and Amendments

A. Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department in writing prior to implementation. If approved, Contract Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:

1) Budget revisions which do not change the total award amount.

7. ESG Program Contract Management

A. Department Contract Manager: For purposes of this Agreement, the ESG Program Contract Manager for the Department is the Program Manager of the ESG Program in the Division of Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the ESG Program Representative at the following address:

Department of Housing and Community Development
Division of Financial Assistance, Federal Programs Branch
Emergency Solutions Grants Program Representative
2020 West El Camino Ave, Suite 200
Sacramento, California 95822
Email: ESG@hcd.ca.gov

B. Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including, but not limited, to:

1) Requests for Funds Forms;

2) Budget Revision Forms;

3) Annual Reports;

4) Submittal of any and all requested supporting documentation;

5) Standard Agreement Revisions (non-material contract changes); and,

6) Standard Agreement Amendments (material contract changes).

C. Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) as identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

8. Capacity to Contract

Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

9. Authority to Execute

Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of said entity.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Budget**

Budget Detail: ESG-CV funds shall be used for the activities as detailed in Exhibit F of this Agreement, and as described under federal ESG regulations at 24 CFR Part 576, Subpart B – Program Components and Eligible Activities, the CARES Act, Title XII, Homeless Assistance Section, and as subject to any notices and waivers issued including the HUD Mega-Waiver issued April 1, 2020 and HUD CPD Notice-20-08 dated September 1, 2020.

2. **Availability of Funds**

The Department's provision of funding to Contractor pursuant to this Agreement is contingent on the continued availability of ESG-CV funds and continued federal authorization for ESG-CV activities, as well as the conditions set forth in Exhibit D, Section 3. The Department's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. **Method of Payment**

Payments to Contractor shall be made on a reimbursement basis with the exception that a Contractor may request an operating advance of $5,000.00 or thirty (30) days working capital, whichever is greater. A request for an operating advance must be received by the Department within sixty (60) days of the Effective Date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Contractor must submit, on forms provided by the Department, a duly executed ESG-CV Request for Funds (RFF). The Contractor shall submit all RFFs to the Department, as referenced in Exhibit A, Section 7 via the online eCivis Grants Network portal. Each RFF must also be accompanied by a completed Detailed Expense Report (DER) as provided by the Department. The Department shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Contractor shall not receive an operating advance or be reimbursed for expenditures incurred prior to the Effective Date of this Agreement, unless otherwise approved by the Department pursuant to Exhibit D, Paragraph 11A. Reimbursements will not be made after this Agreement expires.

All requests for disbursement shall include expenditure detail. Contractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Contractor for three (3) years after the Department closes its HUD grant.

NOTE: Record retention is based on *the Department's HUD closing date; NOT three (3) years*

EXHIBIT B

from this Agreement expiration. The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

Contractor shall not be reimbursed for expenditures incurred after the expiration date of this Agreement, as set forth in Exhibit A, Section 5.

4. Budget Changes

After the Effective Date of this Agreement, no changes shall be made to the program budget, funded homeless service providers, or eligible activities without prior written approval from the Department. Any changes to this Agreement must be made in writing and approved by both the Department and the Contractor. The proposed change/s must be consistent with 24 CFR 576.

Contractor agrees to notify the Department in writing of any line item changes to the budget needed for the Department to update the federal Integrated Disbursement and Information System (IDIS).

5. Ineligible Costs

A. ESG-CV funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 CFR 576. The Department reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with ESG-CV funds made available by this Agreement. If Contractor or its funded subrecipients use ESG-CV funds for the costs of ineligible activities, Contractor shall be required to reimburse these funds to the Department immediately. Further, Contractor shall be prohibited from applying to the Department for subsequent ESG funds until the Department is fully reimbursed.

B. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be immediately reimbursed to the Department or its designee, by the Contractor. Expenditures for work, not described in Exhibit A or Paragraph 1 above, shall be deemed authorized only if the performance of such work is approved in writing by the Department prior to the commencement of such work.

C. The Department, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.

6. Indirect Costs

Contractor and/or subcontractors will allow their providers to seek reimbursement for indirect costs. The applicant must:

EXHIBIT B

A. Comply with all OMB requirements and standards including 2 CFR 200.403, 200.415, and Part 200 Appendix 4;

B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414; and,

C. Maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CFR § 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

EXHIBIT D

ESG PROGRAM TERMS AND CONDITIONS

1. Definitions

A. In addition to the definitions found in 42 U.S.C. section 11371 (section 411), 24 C.F.R. section 576.3, and HUD CPD Notice-20-08 issued September 1, 2020 the following definitions shall apply to this subchapter

1) "Action Plan" means the annual plan required by HUD pursuant to 24 CFR Part 91 governing the distribution and use of ESG funds allocated by HUD to states and local governments.

2) "Administrative activities" is defined at 24 CFR 576.108.

3) "Administrative Entity" means a Unit of general-purpose local government approved by the Department.

4) "Application" means Grantee's ESG-CV application in response to the ESG-CV NOFA dated June 1, 2020 (Round 1) as evidenced by Exhibit E of this Agreement and Grantee's ESG-CV application in response to the ESG-CV NOFA dated October 2, 2020 (Round 2) as evidenced by Exhibit F of this Agreement.

5) "At Risk of Homelessness" as defined in HUD CPD Notice-20-08 issued September 1, 2020

6) "CARES Act" refers to the 2020 Federally issued Coronavirus Aid, Relief, and Economic Security Act, Title XII, Department of Housing and Urban Development, Community Planning and Development, Homeless Assistance Grants Section

7) "City" is defined at 42 U.S.C. section 5302(a)(5).

8) "Continuum of Care" is defined at 24 CFR 576.2.

9) "Continuum of Care Service Area" means the entire geographic area within the boundaries of an Eligible Continuum of Care.

10) "Coordinated Entry" means the system of program access, needs assessment and prioritization developed by a Continuum of Care pursuant to 24 CFR 576.400 (d), and associated HUD requirements and guidance. This term is also known as "Coordinated Entry System", "Coordinated Assessment" or "Centralized Assessment".

11) "Core Practices" means the practices and protocols of delivering ESG Eligible activities as specified in the CARES Act.

EXHIBIT D

12) "Department" means the California Department of Housing and Community Development.

13) "ESG" is the acronym for the Emergency Solutions Grants program.

14) "ESG-CV" as defined in HUD CPD Notice-20-08 issued September 1, 2020

15) "Eligible Activities" mean those activities upon which ESG-CV funds may be expended as described in the CARES Act and as defined under 24 CFR 576, Subpart B. Additionally, Eligible Activities may include or be limited by the State ESG Regulations, as applicable.

16) "Eligible Continuum of Care" means a Continuum of Care in the State that has within its Service Area at least one Nonentitlement Area.

17) "Eligible Organization" means a Private Nonprofit Organization or a Unit of General-Purpose Local Government that provides, or contracts with Private Nonprofit Organizations to provide Eligible Activities.

18) "Emergency shelter" is defined under 24 CFR 576.2 and the CARES Act.

19) "ESG Entitlement" means a Unit of General Purpose Local Government that meets one of the following:

    a. is a Metropolitan City or Urban County as defined under 42 USC 5302 that receives an allocation of ESG funds directly from HUD;

    b. is in a Nonentitlement Area that has entered into an agreement with an Urban County to participate in that locality's ESG program, or

    c. is a Metropolitan City or Urban County that have entered into a joint agreement with one another to receive and administer a combined direct allocation of ESG funds from HUD.

20) "ESG Entitlement Area" or "Entitlement Area" means the geography within an ESG Entitlement's boundaries.

21) "ESG Nonentitlement" means a Unit of General-Purpose Local Government that does not receive ESG funding directly from HUD and is not participating as an ESG Entitlement.

22) "ESG Nonentitlement Area" means the geography within an ESG Nonentitlement's boundaries.

23) "Governing Board" - for nonprofit applicants this term includes board of directors; for county local government applicants this term includes county board of supervisors; for city local government applicants this term includes city council.

EXHIBIT D

24) "HMIS" means Homeless Management Information System as defined under 24 CFR 576.2. Use of the term "HMIS" within these regulations shall also include use of a comparable database, as permitted by HUD under 24 CFR Part 576.

25) "Homeless" is defined at 24 CFR 576.2.

26) "Homelessness Prevention Activities" means activities or programs described in 24 CFR 576.103.

27) "HUD" means the United States Department of Housing and Urban Development.

28) "NOFA" is the acronym for a "Notice of Funding Availability."

29) "Nonentitlement Area" is defined at 42 U.S.C. 5302.

30) "Operations" means the category of ESG activities that includes shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food and furnishings.

31) "Private nonprofit organization" is defined at 24 CFR 576.2.

32) "Prevent, Prepare for, and Respond to Coronavirus" as defined in HUD CPD Notice-20-08 issued September 1, 2020

33) "Program" shall mean CARES Act funding for the Emergency Solutions Grants Program ("ESG") and is also referred to as "ESG-CV." Per the ESG-CV NOFAs dated June 1, 2020 and October 2, 2020 (and as may be amended by the Department), ESG-CV may be subject to different federal and state rules, laws, and regulations than the Department's prior or future administration of ESG funds.

34) "Rapid Re-Housing" means the activities set forth in 24 CFR 576.104.

35) "Service Area" has the same meaning as the term "Continuum of Care Service Area".

36) "Site" means one or more facilities where the program(s) is being carried out.

37) "Site Control" means the legal right to occupy and use the Site, as evidenced by such things as:

    a. a deed demonstrating ownership in fee title;

    b. a lease demonstrating a leasehold interest in the Site and its improvements for at least the term of the ESG-CV grant,

c. an enforceable option to purchase or lease a site provided that such option will be for at least the term of the ESG-CV grant or

d. For rotating shelter programs, Site Control may include other evidence provided by the applicant granting permission to use the site(s). Such evidence must be approved by the Department in writing prior to the deadline for submission of the ESG-CV applications stated in the applicable NOFA.

38) "Standard Agreement" means the contract entered into by the Department and the ESG-CV Recipient (also known as Contractor) setting forth the basic terms and conditions governing the awards of ESG-CV funds.

39) "Subrecipient of the Administrative Entity" means an entity that enters into a written agreement with the Administrative Entity to implement Eligible Activities with ESG-CV funds.

40) "Temporary Emergency Shelter" as defined in HUD CPD Notice-20-08 issued September 1, 2020

41) "Unit of General Purpose Local Government" is defined at 24 CFR section 576.2 and HUD CPD Notice-20-08 issued September 1, 2020

42) "Written Standards" means the standards, policies, and procedures adopted by a Continuum of Care for providing ESG-CV Eligible Activities pursuant to the requirements of 24 CFR 576.400 (e).

Note: Authority cited: Section 50406(n), Health and Safety Code. Reference: 42 U.S.C. 5302, 42 U.S.C. 11302, 42 U.S.C. 11371, 42 U.S.C. 11373, 24 C.F.R. 576.3 and 24 C.F.R. 576.400.

2. Eligible Activities

ESG-CV funds awarded to the Contractor shall be used for the Eligible Activities set forth in Exhibits B and D, as permitted under the CARES Act, and the federal ESG regulations at 24 CFR Part 576. The following additional provisions or requirements shall apply:

A. For Rapid Rehousing (RR) and Homelessness Prevention (HP) activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the Department prior to the award of funds for these activities and is approved by the Department:

1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,

2) Evidence that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.

B. Pursuant to OMB requirements, Contractor may permit homeless service providers receiving ESG-CV funds to charge an indirect cost allocation to their grant. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG-CV activity unless a higher limit for the indirect cost allocation has been approved by the applicable federal agency pursuant to OMB requirements. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity.

C. Grantee shall receive approximately five percent (5%) of its ESG-CV Round 1 grant allocation and approximately three percent (3%) of its ESG-CV Round 2 grant allocation for the payment of administrative costs.

D. Rental assistance payments provided as part of an RR or HP activity under 24 CFR Part 576.106 typically cannot exceed HUD's Fair Market Rent (FMR) as provided under 24 CFR Part 888, except as provided in the HUD Waiver issued April 1, 2020 and HUD CPD Notice-20-08 issued September 1, 2020 and must comply with HUD's standard for rent reasonableness as established under 24 CFR Part 982.507. Contact your HCD representative in the Federal Programs Branch for further assistance.

E. All provisions of the CARES Act shall apply including, but not limited to the following:

1) The maximum allocation spending cap on Emergency Shelter activities of sixty percent (60%) of the aggregate amount of assistance provided for the contractor established pursuant to section 415(b) of the McKinney-Vento Homeless Assistance Act (42 U.S.C 11374) ***shall not apply*** to amounts provided under the CARES Act.

2) ESG-CV funding amounts provided under the CARES Act may be used to provide temporary emergency shelters (through leasing of existing property temporary structures, or other means) to prevent, prepare for and respond to Coronavirus, and that such temporary emergency shelters shall not be subject to the minimum periods of use as required by section 416(c)(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11357(c)(1)). Federal habitability and environmental review standards and requirements shall not apply to the use of such ESG-CV funding amounts for those temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to Coronavirus.

3) ESG-CV funding amounts provided under the CARES Act may be used for training on infectious disease prevention and mitigation and to provide hazard pay, including for time worked prior to the date of enactment of the CARES Act, for staff working directly to prevent, prepare for, and respond to Coronavirus among persons who are homeless or at risk of homelessness, and that such

activities shall not be considered administrative costs for purposes of the administrative cap.

4) None of the ESG-CV funds provided under the CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter.

3. State Contract Manual Requirements (Section 3.11. Federally Funded Contracts (Rev. 3/03)

A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid Program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this contract in any manner.

C. The parties mutually agree that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reduction in funds.

D. The Department has the option to invalidate the contract under the thirty (30)- day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Sufficiency of Funds and Termination

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

B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays, which would occur if the Agreement were executed after the determination was made.

C. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions,

or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.

E. The Department has the option to terminate this Agreement under the thirty (30) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

5. Transfers

Contractor may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the Department and a formal amendment to this Agreement to affect such subcontract or novation.

6. Contractors and Subcontractors

A. Contractor, or its subcontractors, shall not enter into any Agreement, written or oral, with any contractor without the prior written determination by the Department of the Contractor's eligibility. A Contractor or subcontractor is not eligible to receive grant funds if the Contractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

B. The Agreement between the Contractor and any subcontractor shall require the Contractor and its subcontractors, if any, to:

1) Perform the Work in accordance with Federal, State and local housing and building codes, as applicable.

2) Comply with the labor standards described in this Exhibit, Section 20, as applicable. In addition to the requirements of this Exhibit, all contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.

3) Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 14.

4) Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.

5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured

or damaged by the Contractor or any subcontractor in performing the Work or any part of it.

6) Agree to include all the terms of this Agreement in each subcontract.

C. The Department reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds $25,000.00.

7. Core Practices

A. All ESG-CV funded activities shall operate in a manner consistent with the requirements of the CARES Act, including but not limited to prevention, preparation for and response to Coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by Coronavirus and that none of the funds provided under this CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing or other services.

B. All service providers receiving ESG-CV funds shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.

C. The Contractor will establish and implement to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

D. The Contractor will develop and implement procedures to ensure the confidentiality of the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG-CV program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.

E. If ESG-CV funds are used for shelter operations or essential services related to street outreach or emergency shelter, the Contractor will ensure the subrecipient will provide services or shelter to homeless individuals and families for the period during which the ESG-CV assistance is provided, without regard to a particular site or structure, so long as the Contractor serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.

F. The Contractor will ensure the subrecipients will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision and other services essential for achieving independent living) and other federal, state, local, and private assistance available for such individuals.

G. To the maximum extent practical, the Contractor and its subrecipients, will involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, renovating, maintaining and operating facilities assisted under ESG-CV and in providing services for occupants of facilities assisted by ESG-CV.

8. Shelter and Housing Standards

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C.794) and implementing regulations at 24 CFR part 8, the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100, Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.), and 28 CFR part 35, where applicable.

If Rapid Rehousing or Homeless Prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

9. Inspections

A. Contractor shall inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.

B. The Department reserves the right to inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

C. Contractor agrees to require that all non-conforming Work be corrected and to withhold payments to the subrecipient or subcontractor until such Work is corrected.

10. Monitoring Grant Activities

A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with all ESG-CV requirements. An onsite monitoring visit of homeless service providers shall occur whenever determined necessary by the Contractor, but at least once during the grant period.

B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also

monitor any subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.

C. The Department will monitor the performance of Contractor and funded projects based on the performance measures used by HUD in ESG or the Continuum of Care program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the Continuum of Care allocation, the Department will work collaboratively with the Contractor to develop performance improvement plans which will be incorporated into this Standard Agreement.

D. If it is determined that a Contractor or any of its subrecipients falsified any certification, application information, financial, or contract report, the Contractor shall be required to immediately reimburse the full amount of the ESG-CV award to the Department, and may be prohibited from any further participation in the ESG program. The Department may also impose any other actions permitted under 24 CFR 576.501 (c).

E. As requested by the Department, the Contractor shall submit to the Department all ESG-CV monitoring documentation necessary to ensure that Contractor and its subrecipients are in continued compliance with all ESG-CV requirements. Such documentation requirements and the submission deadline(s) shall be provided by the Department when the information is requested from the Contractor.

11. Compliance with Federal and State Laws and Regulations

A. The Contractor and its subrecipients shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this 2 CFR, Part 200.

B. The Contractor agrees to comply with all federal and state laws and regulations applicable to the ESG-CV Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. The Contractor agrees to comply with all federal and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Contractor, its contractor or subcontractor and the Work. This includes, but is not limited to, complying with all relevant sections of 2 CFR Part 200.

12. Procurement of Goods and Services

Prior to the drawdown of ESG-CV funds for the Contractor's purchase of goods or services, Contractor, shall comply with the Procurement Standards contained in 2 CFR 200. Contractor, when procuring goods with ESG-CV funds, must provide the Department with evidence of compliance with these requirements, as applicable.

13. Procurement of Recovered Materials

EXHIBIT D

Contractor and its subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed $10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. Equal Opportunity Requirements and Responsibilities

A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.

B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

C. **Civil Rights Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.

D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age fifty-five (55) or older.

F. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is fifty-five (55) years of age or older living in at least eighty percent (80%) of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons fifty-five (55) or older.

EXHIBIT D

G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of seventy (70) was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.

M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).

EXHIBIT D

N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.

O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

P. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

15. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3)

The Contractor will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing 24 CFR, Part 135. The responsibilities of the Contractor are outlined in 24 CFR Part 135.32 as follows:

A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

B. Notifying potential subrecipients for Section 3 covered projects of the requirements and incorporating the Section 3 clause set forth in 24 CFR Part Section 135.38 in all solicitations and contracts in excess of $100,000.00.

C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the appendix to this part, as appropriate, to reach the goals set forth in 24 CFR Part Section 135.30. Subrecipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in 24 CFR Part Section 135.30.

D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the subrecipient has notice or knowledge that the Contractor has been found in violation of the regulations in 24 CFR Part 135.

E. Documenting actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.

F. A Contractor which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in 24 CFR Part Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at 24 CFR Part Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

16. Affirmative Outreach

A. Contractor or its subrecipients must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its subrecipients intends to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Contractor or its subrecipients must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

B. Contractor or its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

17. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). Contractor assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, Contractor shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

The Contractor shall supply all available, relevant information necessary for the Department to perform for each property any environmental review as required under 24 CFR Part 50. The Contractor shall also carry out mitigating measures required by the Department or select an

alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

The subrecipient, or any contractor of the subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG-CV or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the subrecipient has received HUD approval of the property, except as permitted related to temporary shelters per the CARES Act, Title XII, Homeless Assistance Grants Section. For all funded applications, the Department will inform the subrecipient any required additional environmental review.

18. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

19. Lead-Based Paint Hazards

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 - 4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

20. Prevailing Wages

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purposes of this requirement "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Contractor and a licensed building contractor, Contractor shall serve as the "awarding body" as defined in the Labor Code. Where the Contractor will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body".

C. The Construction Contract and any amendments thereto shall be subject to the prior written approval of the Department. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a

certificate from the awarding body that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

21. Matching Funds

Per the CARES Act, the amounts provided under the ESG-CV funding shall not be subject to match requirements that otherwise apply to ESG funding.

22. Assurance of Compliance with the "Violence Against Women Reauthorization Act of 2013" (VAWA) (S.47 - 113th Congress (2013-2014)) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home they can feel safe in.

VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD's public housing program and HUD's tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.

During the performance of this Agreement, the Contractor or its subrecipients assure that:

A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.

B. It will implement an "emergency transfer plan", which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.

C. It will provide "protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy."

D. It will implement a "low-barrier certification process" where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

23. Liability Insurance

Unless otherwise approved in writing, Contractor shall have and maintain in full force and effect

during the term(s) of this Agreement liability insurance in an amount of not less than $1,000,000.00 per occurrence with the Department named as an additional insured. Prior to drawdown of funds, Contractor shall provide a valid certificate of insurance to the Department's Program Representative for review and approval.

24. Reporting and Recordkeeping

A. By July 31 of each year, Contractor shall submit an Annual Performance Report to the Department. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data, Minority Owned Business/Women Owned Business (MBE/WBE) data, and Section 3 data, if applicable.

B. Contractor shall submit, within thirty (30) days after the end of the State-designated reporting period, in a manner and format approved by the Department, a Request for Funds (RFF) and Detailed Expense Report (DER). Compliance reports shall be submitted as specified by the Department. Close-out-of-grant progress reports shall be submitted within sixty (60) days after the end of the reporting period.

C. Contractor shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ESG data elements and complies with HUD Data and Technical Standards). Contractor shall collect all program data elements using the HMIS and comply with all reporting requirements.

D. Contractor shall maintain all fiscal and program records pertaining to the ESG-CV Grant for a period of three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

NOTE: Record retention is based on *the Department's HUD closing date; NOT three (3) years from this Agreement expiration*. The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

E. Contractor shall submit required reports on forms approved by the Department.

25. Audit/Retention and Inspection of Records

A. Contractor agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Principles, per 2 CFR 200.49 Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

EXHIBIT D

NOTE: Record retention is based on *the Department's HUD closing date; NOT three (3) years from this Agreement expiration*. The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Agreement.

B. The audit shall be performed by a qualified State, local or independent auditor. Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.

C. Private Nonprofit Organization and Unit of General-Purpose Local Government contractors shall comply with the audit requirements contained in 2 CFR Part 200.

26. Faith-Based Activities

Contractor and its subrecipients shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite. Contractor and its subrecipients listed in Exhibit B shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

27. Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body

Pursuant to 24 CFR 576.404, in addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person:

A. Who is an employee, agent, consultant, officer or elected as appointed official of the Contractor (or of any designated public agency); and,

B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,

C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR §570.611 (d) and (e).

28. Anti-Lobbying Certification

EXHIBIT D

The Contractor shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and no more than $100,000.00 for such failure.

A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, the cooperative agreement, and the extension, 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 this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

29. Waivers

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

30. Litigation

A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department

31. Sanctions

EXHIBIT D

The Department may impose sanctions, as well as any other remedies available to it under law, on Contractor or its subrecipients, for failure to abide by any State and Federal laws and regulations applicable to the ESG-CV Program. Such sanctions include:

A. Conditioning a future grant on compliance with specific laws of regulations;

B. Directing Contractor or its subrecipients to stop incurring costs under the current grant;

C. Requiring that some or the entire grant amount is remitted to the Department;

D. Reducing or disencumbering some or all of the amount of grant funds Contractor would otherwise be entitled to receive;

E. Electing not to award future grant funds to Contractor, unless and until appropriate actions are taken by the Contractor to ensure compliance; and/or,

F. Taking any other actions permitted pursuant to 24 CFR 576.501.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT
SCO ID:

STD 213A (Rev. 4/2020)	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES	20-ESGCV1-00009	2	

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

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME
County of Riverside

2. The term of this Agreement is:

START DATE
December 17, 2020

THROUGH END DATE
December 31, 2023

3. The maximum amount of this Agreement after this Amendment is:
$33,066,800.00

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

Exhibits A, B, and D from the original Standard Agreement (Amendment 1) are replaced and superseded by the attached Exhibits A, B, and D in this Amendment. The original Exhibits (Amendment 1) A, B, and D have no further force and effect. This Standard Agreement, including Amendment 2 documents, now encompasses, governs and restricts ESG-CV funding from the ESG-CV NOFA dated June 1, 2020 (Round 1) and the ESG-CV NOFA dated October 2, 2020 (Round 2).

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

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

PRINTED NAME OF PERSON SIGNING	TITLE
Heidi Marshall	Director, HWS

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Heidi Marshall	9/22/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

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

PRINTED NAME OF PERSON SIGNING	TITLE
Rebecca Taylor	Contract Manager, Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	Exempt per; SCM Vol. 14.04.A.3 (DGS memo dated 6/12/1981)

FORM APPROVED COUNTY COUNSEL
BY: _____ 9/14/2022
LISA SANCHEZ DATE

Page 1 of 1

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. **Authority & Purpose**

This Standard Agreement (hereinafter "Agreement") will provide official notification of the reservation of funds under the State of California's administration of the federal CARES Act Emergency Solutions Grants Program Allocation (hereinafter, "ESG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department" or "HCD") pursuant to the provisions of the 2020 Federally enacted CoronavirusAid, Relief, and Economic Security Act, Title XII, Homeless Assistance Grants Section (hereinafter, "CARES Act") and any HUD Notices or waivers including the HUD Mega-Waiver dated April 1, 2020 and HUD Notice CPD-22-06 dated April 18, 2022 and, where not superseded by the CARES Act, pursuant to the provisions of 42 USC 11371 – 42 USC 11378,("Federal Statutes"), 24 CFR Part 576, ("Federal Regulations") all as shall be amended from time to time.

HCD receives federal funds for ESG-CV from the United States Department of Housing and Urban Development (HUD). In accepting this reservation of funds,
Contractor (sometimes referred to herein as "Grantee," "Administrative Entity," "Applicant," or "Continuum of Care") agrees to comply with the terms and conditions of this Agreement, which relates to the ESG-CV Notice of Funding Availability (NOFA) dated June 1, 2020 (Round 1) and the ESG-CV NOFA dated October 2, 2020 (Round 2),, the representations contained in the Contractor's Application for the ESG-CV funding
allocations, and the requirements of the authorities cited above. Any and all changes made to the submitted and awarded Application after this amended Agreement is executed must receive prior written approval from the Department.

2. **Scope of Work**

A. Contractor shall perform the Scope of Work ("Work") required as described in this Agreement and in the Application, which is on file electronically with the Department and which is incorporated herein by reference. Contractor shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibits E and F of this Agreement. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with ESG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

EXHIBIT A

B. Contractor shall perform the Work, only in the areas as identified, and in accordance with the approved ESG-CV Application and as required by Federal ESG requirements at 24 CFR Section 576. Contractor's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the Department. Services shall be provided by the Contractor and the Contractor's funded subrecipients for at least the term of the ESG-CV grant. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibits E and F. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. TheDepartment shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

3. Duplication of Benefits

A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each ESG-CV activity provides assistance only to the extent that the recipient's project's funding need(s) has not been met by another funding source.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary.

Applicants will be required to complete DOB documentation with application. Recipients will be required to continue to report on DOB during the expenditure period for the ESG-CV funds. Applicants will be required to prepare DOB policies and procedures including a policy for funds recapture to be included in written standards.

4. Effective Date and Commencement of Work

This Agreement was effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date"). However, the Standard Agreement is being modified per this Standard Agreement Amendment 1 (STD 213A) which is effective upon the date of the Department's representative's signature on page one of the STD 213A. Per the CARES Act, contractors may request reimbursement for allowable costs incurred to prevent, prepare for, and respond to coronavirus including costs that are incurred, including costs incurred prior to award letter and prior to the date of the enactment of the CARES Act. In addition, no activity funds shall be incurred until any required environmental review process has been completed, if required under 24 CFR 50, except as exempted by the

EXHIBIT A

CARES Act as it relates to temporary emergency shelters. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit A, Paragraph 5.

A. Contractor must obligate all funds within one hundred and twenty (120) days from the date of the award notification letter for each of the two rounds of funding. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the subcontractors are subject to obligate the funds within one hundred and twenty (120) days from the date of the award notification letter received by the general purpose local government.

B. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG-CV funds within one hundred and twenty (120) days from the date the Department made each of the two rounds of grant funding available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a fourteen (14) day written notification.

C. Contractor and its subcontractors agree that the Work shall be completed by the expenditure date specified in Exhibit A, Section 5 and that the Work will be provided for the full term of this Agreement.

5. Term of Agreement and Performance Milestones

A. This Agreement will expire on: December 31, 2023

B. All Program funds for Projects (Street outreach, emergency shelter, rapid re-housing, homelessness prevention) shall be expended by: September 30, 2023

C. All funds for HMIS and Administrative costs shall be expended by: October 31, 2023

D. All Final Funds Requests shall be submitted to the Department by: November 15, 2023

E. Reimbursements will not be made after this Agreement expires.

F. Expenditure Requirements

a. In accordance with HUD's expenditure deadlines included in the CPD-22-06 ESG-CV Notice, Grantee must meet the following expenditure deadlines for ESG-CV funding. Should the Grantee not meet the following expenditure requirements, the Department in its sole and absolute discretion reserves the right to recapture any unspent ESG-CV awarded funds up to the maximum amount listed below. The

EXHIBIT A

Department also reserves the right in its sole and absolute discretion to mandate a corrective action or remediation plan to ensure future timely expenditure of ESG-CV funds. The Contractor is required to meet the following Expenditure Requirement. Failure to meet this Expenditure Requirement will constitute a default on the contract.

Percentage of ESG-CV Award	Expenditure Deadline	Maximum Recapture (as a percentage of total award)
75%	January 31, 2023	The difference between 75% of the total award and the amount drawn in IDIS as of January 31,2023.

6. Scope of Work Revisions and Amendments

A. Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department in writing prior to implementation. If approved, Contract Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:

1) Budget revisions which do not change the total award amount.

7. ESG Program Contract Management

A. Department Contract Manager: For purposes of this Agreement, the ESG Program Contract Manager for the Department is the Program Manager of the ESG Program in the Division of Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the ESG Program Representative at the following address:

Department of Housing and Community Development
Division of Financial Assistance, Federal Programs Branch
Emergency Solutions Grants Program Representative
2020 West El Camino Ave, Suite 200
Sacramento, California 95822
Email: ESG@hcd.ca.gov

B. Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including, but not limited, to:

1) Requests for Funds Forms;

2) Budget Revision Forms;

3) Annual Reports;

4) Submittal of any and all requested supporting documentation;

5) Standard Agreement Revisions (non-material contract changes); and,

6) Standard Agreement Amendments (material contract changes).

C. Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) as identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

8. Capacity to Contract

Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

9. Authority to Execute

Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of said entity.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Budget**

Budget Detail: ESG-CV funds shall be used for the activities as detailed in Exhibits E and F of this Agreement, and as described under federal ESG regulations at 24 CFR Part 576, Subpart B –Program Components and Eligible Activities, the CARES Act, Title XII, Homeless Assistance Section, and as subject to any notices and waivers issued including the HUD Mega-Waiver issued April 1, 2020 and HUD Notice CPD-22-06 dated April 18, 2022.

2. **Availability of Funds**

The Department's provision of funding to Contractor pursuant to this Agreement is contingent on the continued availability of ESG-CV funds and continued federal authorization for ESG-CV activities, as well as the conditions set forth in Exhibit D, Section 3. The Department's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. **Method of Payment**

Payments to Contractor shall be made on a reimbursement basis with the exception that a Contractor may request an operating advance of $5,000.00 or thirty (30) days working capital, whichever is greater. A request for an operating advance must be received by the Department within sixty (60) days of the Effective Date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Contractor must submit, on forms provided by the Department, a duly executed ESG-CV Request for Funds (RFF). The Contractor shall submit all RFFs to the Department, as referenced in Exhibit A, Section 7 via the online eCivis Grants Network portal at least quarterly. The Department shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Contractor shall not receive an operating advance incurred prior to the Effective Date of this Agreement.. Costs incurred prior to the Effective Date of this Agreement may be eligible for reimbursement, pursuant to HUD CPD Notice 20-08, Issued September 2020, Waivers and Alternative Requirements for the Emergency Solutions Grants (ESG) Program Under the CARES Act, Section III. E. 2. and with Departmental approval. Reimbursements will not be made after this Agreement expires.

All requests for disbursement shall include expenditure detail. Contractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Contractor for three (5) years after the Department closes its HUD grant.

NOTE: Record retention is based on *the Department's HUD closing date; NOT five (5) years*

EXHIBIT B

From this Agreement's expiration. The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

Contractor shall not be reimbursed for expenditures incurred after the expiration date of this Agreement, as set forth in Exhibit A, Section 5.

4. Budget Changes

After the Effective Date of this Agreement, no changes shall be made to the program budget, funded homeless service providers, or eligible activities without prior written approval from the Department. Any changes to this Agreement must be made in writing and approved by the Department. The Department, at its sole discretion, may make any budget changes deemed necessary to ensure compliance with ESG-CV requirements. The proposed change/s must be consistent with 24 CFR 576.

Contractor agrees to notify the Department in writing of any line item changes to the budget needed for the Department to update the federal Integrated Disbursement and Information System (IDIS).

5. Ineligible Costs

A. ESG-CV funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 CFR 576. The Department reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with ESG-CV funds made available by this Agreement. If Contractor or its funded subrecipients use ESG-CV funds for the costs of ineligible activities, Contractor shall be required to reimburse these funds to the Department immediately. Further, Contractor shall be prohibited from applying to the Department for subsequent ESG funds until the Department is fully reimbursed.

B. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be immediately reimbursed to the Department or its designee, by the Contractor. Expenditures for work, not described in Exhibit A or Paragraph 1 above, shall be deemed authorized only if the performance of such work is approved in writing by the Department prior to the commencement of such work.

C. The Department, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.

6. Indirect Costs

Contractor and/or subcontractors will allow their providers to seek reimbursement for indirect costs. The applicant must:

EXHIBIT B

A. Comply with all OMB requirements and standards including 2 CFR 200.403, 200.415, and Part 200 Appendix 4;

B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414; and,

C. Maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CFR § 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

EXHIBIT D

ESG PROGRAM TERMS AND CONDITIONS

1. Definitions

A. In addition to the definitions found in 42 U.S.C. section 11371 (section 411), 24 C.F.R. section 576.3, and HUD CPD Notice-20-08 issued September 1, 2020 the following definitions shall apply to this subchapter

1) "Action Plan" means the annual plan required by HUD pursuant to 24 CFR Part 91 governing the distribution and use of ESG funds allocated by HUD to states and local governments.

2) "Administrative activities" is defined at 24 CFR 576.108.

3) "Administrative Entity" means a Unit of general-purpose local government approved by the Department.

4) "Application" means Grantee's ESG-CV application in response to the ESG-CV NOFA dated June 1, 2020 (Round 1) as evidenced by Exhibit E of this Agreement and Grantee's ESG-CV application in response to the ESG-CV NOFA dated October 2, 2020 (Round 2) as evidenced by Exhibit F of this Agreement.

5) "At Risk of Homelessness" as defined in HUD CPD Notice-20-08 issued September 1, 2020

6) "CARES Act" refers to the 2020 Federally issued Coronavirus Aid, Relief, and Economic Security Act, Title XII, Department of Housing and Urban Development, Community Planning and Development, Homeless Assistance Grants Section

7) "City" is defined at 42 U.S.C. section 5302(a)(5).

8) "Continuum of Care" is defined at 24 CFR 576.2.

9) "Continuum of Care Service Area" means the entire geographic area within the boundaries of an Eligible Continuum of Care.

10) "Coordinated Entry" means the system of program access, needs assessment and prioritization developed by a Continuum of Care pursuant to 24 CFR 576.400 (d), and associated HUD requirements and guidance. This term is also known as "Coordinated Entry System", "Coordinated Assessment" or "Centralized Assessment".

11) "Core Practices" means the practices and protocols of delivering ESG Eligible activities as specified in the CARES Act.

EXHIBIT D

12) "Department" means the California Department of Housing and Community Development.

13) "ESG" is the acronym for the Emergency Solutions Grants program.

14) "ESG-CV" as defined in HUD CPD Notice-20-08 issued September 1, 2020

15) "Eligible Activities" mean those activities upon which ESG-CV funds may be expended as described in the CARES Act and as defined under 24 CFR 576, Subpart B. Additionally, Eligible Activities may include or be limited by the State ESG Regulations, as applicable.

16) "Eligible Continuum of Care" means a Continuum of Care in the State that has within its Service Area at least one Nonentitlement Area.

17) "Eligible Organization" means a Private Nonprofit Organization or a Unit of General-Purpose Local Government that provides, or contracts with Private Nonprofit Organizations to provide Eligible Activities.

18) "Emergency shelter" is defined under 24 CFR 576.2 and the CARES Act.

19) "ESG Entitlement" means a Unit of General Purpose Local Government that meets one of the following:

    a. is a Metropolitan City or Urban County as defined under 42 USC 5302 that receives an allocation of ESG funds directly from HUD;

    b. is in a Nonentitlement Area that has entered into an agreement with an Urban County to participate in that locality's ESG program, or

    c. is a Metropolitan City or Urban County that have entered into a joint agreement with one another to receive and administer a combined direct allocation of ESG funds from HUD.

20) "ESG Entitlement Area" or "Entitlement Area" means the geography within an ESG Entitlement's boundaries.

21) "ESG Nonentitlement" means a Unit of General-Purpose Local Government that does not receive ESG funding directly from HUD and is not participating as an ESG Entitlement.

22) "ESG Nonentitlement Area" means the geography within an ESG Nonentitlement's boundaries.

23) "Governing Board" - for nonprofit applicants this term includes board of directors; for county local government applicants this term includes county board of supervisors; for city local government applicants this term includes city council.

EXHIBIT D

24) "HMIS" means Homeless Management Information System as defined under 24 CFR 576.2. Use of the term "HMIS" within these regulations shall also include use of a comparable database, as permitted by HUD under 24 CFR Part 576.

25) "Homeless" is defined at 24 CFR 576.2.

26) "Homelessness Prevention Activities" means activities or programs described in 24 CFR 576.103.

27) "HUD" means the United States Department of Housing and Urban Development.

28) "NOFA" is the acronym for a "Notice of Funding Availability."

29) "Nonentitlement Area" is defined at 42 U.S.C. 5302.

30) "Operations" means the category of ESG activities that includes shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food and furnishings.

31) "Private nonprofit organization" is defined at 24 CFR 576.2.

32) "Prevent, Prepare for, and Respond to Coronavirus" as defined in HUD CPD Notice-20-08 issued September 1, 2020

33) "Program" shall mean CARES Act funding for the Emergency Solutions Grants Program ("ESG") and is also referred to as "ESG-CV." Per the ESG-CV NOFAs dated June 1, 2020 (Round 1) and October 2, 2020 (Round 2) (and as may be amended by the Department), ESG-CV may be subject to different federal and state rules, laws, andregulations than the Department's prior or future administration of ESG funds.

34) "Rapid Re-Housing" means the activities set forth in 24 CFR 576.104.

35) "Service Area" has the same meaning as the term "Continuum of Care Service Area".

36) "Site" means one or more facilities where the program(s) is being carried out.

37) "Site Control" means the legal right to occupy and use the Site, as evidenced by such things as:

    a. a deed demonstrating ownership in fee title;

    b. a lease demonstrating a leasehold interest in the Site and its improvements for at least the term of the ESG-CV grant,

c. an enforceable option to purchase or lease a site provided that such option will be for at least the term of the ESG-CV grant or

d. For rotating shelter programs, Site Control may include other evidence provided by the applicant granting permission to use the site(s). Such evidence must be approved by the Department in writing prior to the deadline for submission of the ESG-CV applications stated in the applicable NOFA.

38) "Standard Agreement" means the contract entered into by the Department and the ESG-CV Recipient (also known as Contractor) setting forth the basic terms and conditions governing the awards of ESG-CV funds, as such contract may be amended by the parties from time to time.

39) "Subrecipient of the Administrative Entity" means an entity that enters into a written agreement with the Administrative Entity to implement Eligible Activities with ESG-CV funds.

40) "Temporary Emergency Shelter" as defined in HUD CPD Notice-20-08 issued September 1, 2020

41) "Unit of General Purpose Local Government" is defined at 24 CFR section 576.2 and HUD CPD Notice-20-08 issued September 1, 2020

42) "Written Standards" means the standards, policies, and procedures adopted by a Continuum of Care for providing ESG-CV Eligible Activities pursuant to the requirements of 24 CFR 576.400 (e).

Note: Authority cited: Section 50406(n), Health and Safety Code. Reference: 42 U.S.C. 5302, 42 U.S.C. 11302, 42 U.S.C. 11371, 42 U.S.C. 11373, 24 C.F.R. 576.3 and 24 C.F.R. 576.400.

2. Eligible Activities

ESG-CV funds awarded to the Contractor shall be used for the Eligible Activities set forth in Exhibits B and D, as permitted under the CARES Act, and the federal ESG regulations at 24 CFR Part 576. The following additional provisions or requirements shall apply:

A. For Rapid Rehousing (RR) and Homelessness Prevention (HP) activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the Department prior to the award of funds for these activities and is approved by the Department:

1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,

2) Evidence that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.

B. Pursuant to OMB requirements, Contractor may permit homeless service providers receiving ESG-CV funds to charge an indirect cost allocation to their grant. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG-CV activity unless a higher limit for the indirect cost allocation has been approved by the applicable federal agency pursuant to OMB requirements. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity.

C. Grantee shall receive approximately five percent (5%) of its ESG-CV Round 1 grant allocation and approximately three percent (3%) of its ESG-CV Round 2 grant allocation for the payment of administrative costs.

D. Rental assistance payments provided as part of an RR or HP activity under 24 CFR Part 576.106 typically cannot exceed HUD's Fair Market Rent (FMR) as provided under 24 CFR Part 888, except as provided in the HUD Waiver issued April 1, 2020 and HUD CPD Notice-20-08 issued September 1, 2020 and must comply with HUD's standard for rent reasonableness as established under 24 CFR Part 982.507. Contact your HCD representative in the Federal Programs Branch for further assistance.

E. All provisions of the CARES Act shall apply including, but not limited to the following:

1) The maximum allocation spending cap on Emergency Shelter activities of sixty percent (60%) of the aggregate amount of assistance provided for the contractor established pursuant to section 415(b) of the McKinney-Vento Homeless Assistance Act (42 U.S.C 11374) ***shall not apply*** to amounts provided under the CARES Act.

2) ESG-CV funding amounts provided under the CARES Act may be used to provide temporary emergency shelters (through leasing of existing property temporary structures, or other means) to prevent, prepare for and respond to Coronavirus, and that such temporary emergency shelters shall not be subject to the minimum periods of use as required by section 416(c)(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11357(c)(1)). Federal habitability and environmental review standards and requirements shall not apply to the use of such ESG-CV funding amounts for those temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to Coronavirus.

3) ESG-CV funding amounts provided under the CARES Act may be used for training on infectious disease prevention and mitigation and to provide hazard pay, including for time worked prior to the date of enactment of the CARES Act, for staff working directly to prevent, prepare for, and respond to Coronavirus among persons who are homeless or at risk of homelessness, and that such

activities shall not be considered administrative costs for purposes of the administrative cap.

4) None of the ESG-CV funds provided under the CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter.

3. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03)

A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid Program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this contract in any manner.

C. The parties mutually agree that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reduction in funds.

D. The Department has the option to invalidate the contract under the thirty (30)- day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Sufficiency of Funds and Termination

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

B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays, which would occur if the Agreement were executed after the determination was made.

C. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions,

or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.

E. The Department has the option to terminate this Agreement under the thirty (30) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

5. Transfers

Contractor may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the Department and a formal amendment to this Agreement to affect such subcontract or novation.

6. Contractors and Subcontractors

A. Contractor, or its subcontractors, shall not enter into any Agreement, written or oral, with any contractor without the prior written determination by the Department of the Contractor's eligibility. A Contractor or subcontractor is not eligible to receive grant funds if the Contractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

B. The Agreement between the Contractor and any subcontractor shall require the Contractor and its subcontractors, if any, to:

1) Perform the Work in accordance with Federal, State and local housing and building codes, as applicable.

2) Comply with the labor standards described in this Exhibit, Section 20, as applicable. In addition to the requirements of this Exhibit, all contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.

3) Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 14.

4) Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.

5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured

or damaged by the Contractor or any subcontractor in performing the Work or any part of it.

6) Agree to include all the terms of this Agreement in each subcontract.

C. The Department reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds $25,000.00.

7. Core Practices

A. All ESG-CV funded activities shall operate in a manner consistent with the requirements of the CARES Act, including but not limited to prevention, preparation for and response to Coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by Coronavirus and that none of the funds provided under this CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing or other services.

B. All service providers receiving ESG-CV funds shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.

C. The Contractor will establish and implement to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

D. The Contractor will develop and implement procedures to ensure the confidentiality of the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG-CV program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.

E. If ESG-CV funds are used for shelter operations or essential services related to street outreach or emergency shelter, the Contractor will ensure the subrecipient will provide services or shelter to homeless individuals and families for the period during which the ESG-CV assistance is provided, without regard to a particular site or structure, so long as the Contractor serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.

F. The Contractor will ensure the subrecipients will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision and other services essential for achieving independent living) and other federal, state, local, and private assistance available for such individuals.

G. To the maximum extent practical, the Contractor and its subrecipients, will involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, renovating, maintaining and operating facilities assisted under ESG-CV and in providing services for occupants of facilities assisted by ESG-CV.

8. Shelter and Housing Standards

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C.794) and implementing regulations at 24 CFR part 8, the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100, Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.), and 28 CFR part 35, where applicable.

If Rapid Rehousing or Homeless Prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

9. Inspections

A. Contractor shall inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.

B. The Department reserves the right to inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

C. Contractor agrees to require that all non-conforming Work be corrected and to withhold payments to the subrecipient or subcontractor until such Work is corrected.

10. Monitoring Grant Activities

A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with all ESG-CV requirements. An onsite monitoring visit of homeless service providers shall occur whenever determined necessary by the Contractor, but at least once during the grant period.

B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also

monitor any subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.

C. The Department will monitor the performance of Contractor and funded projects based on the performance measures used by HUD in ESG or the Continuum of Care program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the Continuum of Care allocation, the Department will work collaboratively with the Contractor to develop performance improvement plans which will be incorporated into this Standard Agreement.

D. If it is determined that a Contractor or any of its subrecipients falsified any certification, application information, financial, or contract report, the Contractor shall be required to immediately reimburse the full amount of the ESG-CV award to the Department, and may be prohibited from any further participation in the ESG program. The Department may also impose any other actions permitted under 24 CFR 576.501 (c).

E. As requested by the Department, the Contractor shall submit to the Department all ESG-CV monitoring documentation necessary to ensure that Contractor and its subrecipients are in continued compliance with all ESG-CV requirements. Such documentation requirements and the submission deadline(s) shall be provided by the Department when the information is requested from the Contractor.

11. Compliance with Federal and State Laws and Regulations

A. The Contractor and its subrecipients shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this 2 CFR, Part 200.

B. The Contractor agrees to comply with all federal and state laws and regulations applicable to the ESG-CV Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. The Contractor agrees to comply with all federal and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Contractor, its contractor or subcontractor and the Work. This includes, but is not limited to, complying with all relevant sections of 2 CFR Part 200.

12. Procurement of Goods and Services

Prior to the drawdown of ESG-CV funds for the Contractor's purchase of goods or services, Contractor, shall comply with the Procurement Standards contained in 2 CFR 200. Contractor, when procuring goods with ESG-CV funds, must provide the Department with evidence of compliance with these requirements, as applicable.

13. Procurement of Recovered Materials

EXHIBIT D

Contractor and its subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed $10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. Equal Opportunity Requirements and Responsibilities

A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.

B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

C. **Civil Rights Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.

D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age fifty-five (55) or older.

F. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is fifty-five (55) years of age or older living in at least eighty percent (80%) of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons fifty-five (55) or older.

EXHIBIT D

G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of seventy (70) was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.

M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).

EXHIBIT D

N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.

O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

P. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

15. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3)

The Contractor will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing 24 CFR, Part 135. The responsibilities of the Contractor are outlined in 24 CFR Part 135.32 as follows:

A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

B. Notifying potential subrecipients for Section 3 covered projects of the requirements and incorporating the Section 3 clause set forth in 24 CFR Part Section 135.38 in all solicitations and contracts in excess of $100,000.00.

C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the appendix to this part, as appropriate, to reach the goals set forth in 24 CFR Part Section 135.30. Subrecipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in 24 CFR Part Section 135.30.

D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the subrecipient has notice or knowledge that the Contractor has been found in violation of the regulations in 24 CFR Part 135.

E. Documenting actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.

F. A Contractor which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in 24 CFR Part Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at 24 CFR Part Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

16. Affirmative Outreach

A. Contractor or its subrecipients must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its subrecipients intends to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Contractor or its subrecipients must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

B. Contractor or its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

17. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). Contractor assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, Contractor shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

The Contractor shall supply all available, relevant information necessary for the Department to perform for each property any environmental review as required under 24 CFR Part 50. The Contractor shall also carry out mitigating measures required by the Department or select an

alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

The subrecipient, or any contractor of the subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG-CV or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the subrecipient has received HUD approval of the property, except as permitted related to temporary shelters per the CARES Act, Title XII, Homeless Assistance Grants Section. For all funded applications, the Department will inform the subrecipient any required additional environmental review.

18. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

19. Lead-Based Paint Hazards

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 - 4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

20. Prevailing Wages

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purposes of this requirement "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Contractor and a licensed building contractor, Contractor shall serve as the "awarding body" as defined in the Labor Code. Where the Contractor will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body".

C. The Construction Contract and any amendments thereto shall be subject to the prior written approval of the Department. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a

certificate from the awarding body that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

21. Matching Funds

Per the CARES Act, the amounts provided under the ESG-CV funding shall not be subject to match requirements that otherwise apply to ESG funding.

22. Assurance of Compliance with the "Violence Against Women Reauthorization Act of 2013" (VAWA) (S.47 - 113th Congress (2013-2014)) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home they can feel safe in.

VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD's public housing program and HUD's tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.

During the performance of this Agreement, the Contractor or its subrecipients assure that:

A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.

B. It will implement an "emergency transfer plan", which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.

C. It will provide "protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy."

D. It will implement a "low-barrier certification process" where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

23. Liability Insurance

Unless otherwise approved in writing, Contractor shall have and maintain in full force and effect

during the term(s) of this Agreement liability insurance in an amount of not less than $1,000,000.00 per occurrence with the Department named as an additional insured. Prior to drawdown of funds, Contractor shall provide a valid certificate of insurance to the Department's Program Representative for review and approval.

24. Reporting and Recordkeeping

A. By July 31 of each year, Contractor shall submit an Annual Performance Report to the Department. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data, Minority Owned Business/Women Owned Business (MBE/WBE) data, and Section 3 data, if applicable.

B. Contractor shall submit, within thirty (30) days after the end of the State-designated reporting period, in a manner and format approved by the Department, a Request for Funds (RFF) and Detailed Expense Report (DER). Compliance reports shall be submitted as specified by the Department. Close-out-of-grant progress reports shall be submitted within sixty (60) days after the end of the reporting period.

C. Contractor shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ESG data elements and complies with HUD Data and Technical Standards). Contractor shall collect all program data elements using the HMIS and comply with all reporting requirements.

D. Contractor shall maintain all fiscal and program records pertaining to the ESG-CV Grant for a period of three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

NOTE: Record retention is based on *the Department's HUD closing date: NOT three (3) years from this Agreement expiration*. The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

E. Contractor shall submit required reports on forms approved by the Department.

25. Audit/Retention and Inspection of Records

A. Contractor agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Principles, per 2 CFR 200.49 Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for five (5) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

EXHIBIT D

NOTE: Record retention is based on *the Department's HUD closing date; NOT tfive (5) years from this Agreement expiration*. The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Agreement.

B. The audit shall be performed by a qualified State, local or independent auditor. Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.

C. Private Nonprofit Organization and Unit of General-Purpose Local Government contractors shall comply with the audit requirements contained in 2 CFR Part 200.

26. Faith-Based Activities

Contractor and its subrecipients shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite. Contractor and its subrecipients listed in Exhibit B shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

27. Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body

Pursuant to 24 CFR 576.404, in addition to the conflict of interest requirements in OMB Circulara 2 CFR Part 200 no person:

A. Who is an employee, agent, consultant, officer or elected as appointed official of the Contractor (or of any designated public agency); and,

B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,

C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR §570.611 (d) and (e).

28. Anti-Lobbying Certification

EXHIBIT D

The Contractor shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and no more than $100,000.00 for such failure.

A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, the cooperative agreement, and the extension, 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 this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

29. Waivers

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

30. Litigation

A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department

EXHIBIT D

31. Sanctions

The Department may impose sanctions, as well as any other remedies available to it under law, on Contractor or its subrecipients, for failure to abide by any State and Federal laws and regulations applicable to the ESG-CV Program. Such sanctions include:

A. Conditioning a future grant on compliance with specific laws of regulations;

B. Directing Contractor or its subrecipients to stop incurring costs under the current grant;

C. Requiring that some or the entire grant amount is remitted to the Department;

D. Reducing or disencumbering some or all of the amount of grant funds Contractor would otherwise be entitled to receive;

E. Electing not to award future grant funds to Contractor, unless and until appropriate actions are taken by the Contractor to ensure compliance; and/or,

F. Taking any other actions permitted pursuant to 24 CFR 576.501.

HEALTH SERVICES DEPARTMENT

27. DELEGATION OF AUTHORITY TO APPROVE AGREEMENTS AND AMENDMENTS RELATED TO THE HOUSING AND HOMELESSNESS INCENTIVE PROGRAM

Recommended Action:
That the Governing Body of the Inland Empire Health Plan (IEHP) authorize the Chief Executive Officer or his designee to negotiate and, after legal review and approval, sign Agreements and Amendments related to the Housing and Homelessness Incentive Program (HHIP) for an amount not to exceed $95,000,000 in total, for a program period through at least December 31, 2025.

Contact:
Takashi Wada, M.D., Chief Medical Officer

Background:
In accordance with section 9817 of the American Rescue Plan Act of 2021, the California Department of Health Care Services (DHCS) developed a Medi-Cal Home and Community Based Services (HCBS) Spending Plan detailing a series of initiatives that will enhance, expand, and strengthen HCBS in California. The Housing and Homelessness Incentive Program (HHIP) is one of the HCBS Transition Initiatives, which aims to expand and enhance programs that facilitate individuals transitioning to community-based independent living arrangements. HHIP is a voluntary incentive program that enables Medi-Cal managed care health plans (MCPs) to earn incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities.

Effective January 1, 2022, DHCS implemented HHIP. As designed, the incentive program is intended to support delivery and coordination of health and housing services for Members by:

- Rewarding MCPs for developing the necessary capacity and partnerships to connect their Members to needed housing services; and
- Incentivizing MCPs to take an active role in reducing and preventing homelessness.

Minute Order of the IEHP Governing Board	
On motion of Member Hagman, seconded by Member Zorn and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended. Ayes: Anderson, Gutierrez, Hagman, Spiegel, Williams, Zorn Nays: 0 Absent: Rowe Vacancies: 0 Date: March 6, 2023	**ANNETTE M. TAYLOR** **SECRETARY TO THE GOVERNING BOARD** **BY:** **DATED: March 6, 2023**
Minute Order: 23-064	**Agenda Number: 27.** (Policy)

The incentive program period is expected to be effective from January 1, 2022 to December 31, 2023. The program period is split between two distinct Program Years (PY) with three distinct measurement periods:

- PY 1 (January 1, 2022 to December 31, 2022), and:
- PY 2 (January 1, 2023 to December 31, 2023)

MCP Submission	Measurement Period	MCP Submission Date	Program Year
MCP Local Homelessness Plan (LHP) Submission	January 1, 2022 to April 30, 2022	June 30, 2022	1
MCP LHP Submission Revisions	January 1, 2022 to April 30, 2022	August 12, 2022	1
MCP Investment Plan (IP) Submission	N/A	September 30, 2022	1
MCP Submission 1	May 1, 2022 to December 31, 2022	March 10, 2023	1
MCP Submission 2	January 1, 2023 to October 31, 2023	December 29, 2023	2

Discussion:

Local Homelessness Plan

IEHP (as a required submission component for IEHP to participate in HHIP) submitted one individual Local Homelessness Plan (LHP) for each County and one joint LHP with Molina for each County it serves. To fulfill this requirement, IEHP collaborated with its local Continuums of Care (CoCs), Counties, and Molina to complete the LHPs. The LHPs four components included: 1) Submission of baseline quantitative and qualitative measures, 2) Narrative inclusive of strategies to address housing and service gaps, 3) Landscape analysis of county demographics, needs, and gaps, and 4) Identification of Funding Opportunity Availability within IEHP's service counties.

Investment Plan

IEHP submitted one individual Investment Plan (IP) for each County it serves. Both Riverside and San Bernardino County's Investment Plan each include 11 distinct investment activities. The primary goal of the IP is for IEHP to demonstrate to DHCS a clear plan for achieving measures and targets across the course of the program, in collaboration with local partners, through targeted investments in activities and efforts that align with program measures and goals and support IEHP's performance strategies. IEHP's IP was submitted on September 30, 2022 and subsequently approved by DHCS and thus, the activities detailed in each IP have commenced. Breakdown of costs and further detail on goals and measures can be found in the HHIP Investment Plan documents for each respective county *(see attachments A and B)*.

There are three HHIP measure areas: 1) Partnerships & capacity to support referrals for Services, 2) Infrastructure to coordinate & meet member housing needs, and 3) Delivery of services & member engagement (*see attachments C and D).*

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IEHP's total possible allocation:

Plan	County	PY1	PY2	Total Allocation
Inland Empire HP	Riverside	$ 21,672,559	$ 26,488,683	$ 48,161,242
Inland Empire HP	San Bernardino	$ 21,271,647	$ 25,998,680	$ 47,270,327

IEHP's return on investment will be shown through increased goodwill with the community, and respective county partner agencies as the health plan strives to reach the goal of decreasing homelessness within the dual county service area as well as increasing access to housing for historically marginalized community members or populations. IEHP's success in this initiative will be measured by meeting the incentive program metrics, drawing down funding, improving coordination/ data sharing with partner agencies, and by decreasing homelessness within the dual county service area.

HHIP aligns with the following regulatory requirements:

- APL 22-023: Street Medicine Provider: Definitions and Participation in Managed Care,
- APL 22-007: California Housing and Homelessness Incentive Program
- APL 21-017: Community Supports Requirements

Housing is a cornerstone of health equity and thus increasing access to safe and secure housing for IEHP's impacted populations supports the MCP's Mission, Vision, and Value (MVV) of vibrant health for all members and their families.

IEHP continues to cultivate positive working relationships with our county agency partners, which helps build bridges and close service gaps to further the MCP's goal of whole person care. Additionally, IEHP is working in cooperation with various external partners to increase access to equitable housing for populations that are historically marginalized, including but not limited to: LBGTQ+, Youth, SMI, and SUD populations.

Considering we are working with our partners to expand housing and housing related services (rental assistance, street medicine, etc.) to IEHP's more rural regions in both county service areas, resulting in increased access to services in the areas in which members currently reside.

IEHP key activities/milestones to-date:

#	Milestone	Status
1	Letter of Intent – Completed	Submitted to DHCS 4/4/2022
2	Local Homelessness Plan	Submitted to DHCS 6/30/2022. Approved 10/31/2022
3	Investment Plan – Completed	Submitted to DHCS 9/30/2022
4	Local Homelessness Plan Payment Issued by DHCS (5%)	Received from DHCS 10/31/2022
5	Receive Submission 1 Template	Received Draft Template 11/21/2022

#	Milestone	Status
6	Investment Plan Payment Issued by DHCS (10%)	Pending Investment Approval/Payment 12/2022
7	Submission 1	Due to DHCS 3/10/2023
8	Submission 1 Payment	Due to IEHP 5/2023
9	Submission 2	Due to DHCS 12/29/2023
10	Submission 2 Payment	Due to IEHP 1st Quarter 2024

Completed
To Be Completed

The cost of the Agreements and Amendments under this Delegation of Authority shall not exceed $95,000,000 effective March 6, 2023, through December 31, 2025.

Fiscal Impact	Financial Review	Procurement Review	Reviewed by Counsel	Director Approval	Chief Approval
None	Roger Mok 02/08/2023	N/A	A. Wang 02/21/23	Matthew Wray 02/08/2023	T. Wada 2/12/2023

Inland Empire Health Plan

And

County of Riverside
Department of Housing and Workforce Solutions

First Amended and Restated

Housing and Homelessness Incentive Program Agreement

HWSCoC-0004868

HWSCoC-0004868

TABLE OF CONTENTS

1. DEFINITIONS 4
2. DESCRIPTION OF SERVICES 6
3. PERIOD OF PERFORMANCE 6
4. COMPENSATION 6
5. CONFIDENTIALITY 6
6. ASSIGNMENT 7
7. COMPLIANCE WITH APPLICABLE LAWS 7
8. NOTICES 7
9. DISPUTES 7
10. MODIFICATION OF TERMS 8
11. TERMINATION 8
12. SIGNED IN COUNTERPARTS 8
13. ELECTRONIC SIGNATURES 8
14. ENTIRE AGREEMENT 8

List of Schedules
Schedule A – Payment Provisions
Schedule B – Scope of Services

List of Attachments
Attachment I – PII Privacy and Security Standards
Attachment II – HIPAA Business Associate Agreement
Attachment III – IEHP 2023 Payment Request Form and listing of required backup documentation
Attachment IV – Data Sharing Agreement
Attachment V – Privacy Data Notice
Attachment VI – HHIP IEHP Investment Plan Workbook (Revised)
Attachment VII – HHIP Incentive Funding – Companion Document to HHIP Investment Plan

HWSCoC-0004868

This First Amended and Restated Agreement for the Housing and Homelessness Incentive Program, HWSCoC-0004868 (herein referred to as "Agreement"), effective upon signature of both parties, is made and entered into, by and between Inland Empire Health Plan, a California joint powers authority, ("Health Plan") (herein referred to as "GRANTOR"), 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 Inland Empire Health Plan (IEHP) is participating in the Housing and Homelessness Incentive Program (HHIP) implemented by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan; and,

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 Continuum of Care Program within Riverside County. IEHP has partnered with HWS to provide significant investments in providing supportive services, homeless system enhancement, and additional housing development and assistance for homeless persons in Riverside County; and,

WHEREAS, on November 15, 2022, IEHP announced that it was allocating HHIP Investment Funds, which originate from DHCS, to the COUNTY. The final amount of the award to the COUNTY will be determined upon completion of program deliverables and will not exceed $32,600,000.00; and,
WHEREAS, the COUNTY will be eligible to receive up to the total amount of Investment Funds after this Agreement between both parties is fully executed; and,

WHEREAS, services funded directly through this incentive program will not include the provision of "Room and Board" as defined in the Centers for Medicare & Medicare Services (CMS) State Health Official letter #21-001, and as specified in the CMS conditional approval of the HCBS Spending Plan, which funds HHIP; and,

WHEREAS, the GRANTOR and COUNTY previously entered into that certain HHIP Agreement HWSCoC-0004868 for the Housing and Homelessness Incentive Program, effective March 1, 2023 through March 31, 2028, wherein the parties estimated all services would be provided to the Target Population by March 31, 2028, for eligible uses of HHIP funds which include, but are not limited to, one or more of the following: (1) Rapid rehousing; (2) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves; (3) Incentives to landlords, including, but not limited to, security deposits and holding fees); (4) Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing; (5) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system particularly for vulnerable populations including families and homeless youth; (6) Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions; (7) Prevention and shelter diversion to permanent housing; and (8) New navigation centers and emergency shelters based on demonstrated need; (herein referred to as "Original Agreement"); and,

WHERAS, the parties now desire to amend and restate the Original Agreement to increase the Maximum Reimbursable Amount by $12,000,000 in incentive payments as set forth in Schedule A – Payment Provisions, and the HHIP IEHP Investment Plan Workbook as set forth in Attachment VI; and,

WHEREAS, the final amount of the award to the COUNTY will be determined upon completion of program deliverables and will not exceed $44,600,000.00, inclusive of both allocated and incentive funding.

WHERAS, upon effectiveness of this Agreement, the Original Agreement shall be superseded and replaced in its entirety as provided for herein;

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 HHIP funds.

B. "Budget Amendment" means any change affecting the overall total investment amount awarded that may or may not affect the scope of work.

C. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total investment amount awarded of this agreement.

D. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.

E. "CES Lead Agency" or "HomeConnect" means the County of Riverside's Coordinated Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through Riverside County's crisis response system.

F. "CoC" refers to the Riverside City & County Continuum of Care.

G. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.

H. "DHCS" refers to the California Department of Health Care Services.

I. "Expended" means all HHIP funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.

J. "GRANTOR" refers Inland Empire Health Plan (IEHP) including its employees, agents, representatives, subcontractors and suppliers. GRANTOR and IEHP are used interchangeably in this Agreement.

K. "HHIP" or "Program" means the Housing and Homelessness Incentive Program established pursuant to Chapter 6 of Part 1 of Division 31 of the Health and Safety Code. HHIP and Program are used interchangeably in this Agreement.

L. "HMIS" refers to the Riverside County Homeless Management Information System.

M. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

N. "Homelessness Prevention" means assistance that includes housing relocation and stabilization services and/or short- and/or medium-term Rental Assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the Homeless definition in 24 CFR 576.2.

O. "Homeless Youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

P. "Investment Funds" means funding that IEHP has allocated to Riverside County under the IEHP HHIP Investment Plan, aimed at aiding/accomplishing the goals and milestones set forth under the HHIP Measure Set. These funds are inclusive of performance incentive funding that are earnable through milestone achievement.

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. "Permanent Supportive Housing" means Permanent Housing with no limit on the length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Permanent Supportive Housing includes associated facilities if used to provide services to housing residents.

T. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.

U. "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.

V. "Rental Assistance" means the provision of housing vouchers to provide Homelessness Prevention, transitional or Permanent Housing to eligible persons.

W. "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.

X. "Target Population" means any person who is Homeless as defined in this Agreement.

2. DESCRIPTION OF SERVICES

A. HWS shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.

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

C. HWS affirms that it is fully apprised of all of the work to be performed under this Agreement and HWS agrees it can properly perform this work at the prices stated in Schedule A. HWS is not to perform services or provide products outside of this Agreement. IEHP reserves the right to request reports from County/HWS regarding the progress of HHIP or the expenditure of investment amounts awarded under this Agreement.

D. Acceptance by IEHP of the HWS' performance under this Agreement does not operate as a release of HWS' responsibility for full compliance with the terms of this Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective March 1, 2023 ("Effective Date") and continues in effect through March 31, 2028, unless terminated earlier. HWS shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. HWS and IEHP agree that all services provided to the Target Population shall be provided through March 31, 2028.

4. COMPENSATION

IEHP shall pay HWS for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. IEHP 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, IEHP shall not be responsible for payment of any of COUNTY's expenses related to this Agreement. One hundred percent (100%) of HHIP funds allocated to HWS, pursuant to this Agreement, shall be Expended by March 31, 2028 ("Expenditure Deadline"). Any HHIP funds paid to HWS, but not Expended pursuant to this Agreement by March 31, 2028 shall be returned to IEHP within five (5) business days. In the event this Agreement is terminated prior to March 31, 2028 any funds paid to HWS, but not Expended prior to the date of termination, shall be returned to IEHP within five (5) business days of the notice of termination.

5. CONFIDENTIALITY

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

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

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to HWS shall be considered and kept confidential by HWS, its staff, agents, employees and volunteers. HWS shall require all of its

employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Agreement or before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to HWS by IEHP.

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

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

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

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

8. NOTICES
All notices, Invoices, financial documents, 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:

Inland Empire Health Plan:

Inland Empire Health Plan
10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730

HWS:

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

9. 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. There will be two phases of Dispute Resolution and they are as follows:

(a) This phase of dispute resolution will be called "Phase 1 Informal Resolution", and it will be conducted between senior management of the parties using the Agreement and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.

(b) This phase of dispute resolution will be called "Phase 2 Formal Resolution", and it will be between the Director of HWS and/or designee(s) and the IEHP Director of Health Services Special Initiatives or designee. This incident must be written as a note to file.

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.

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

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

12. 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.

13. ELECTRONIC SIGNATURES
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.

14. ENTIRE AGREEMENT
This Agreement, including any schedules, attachments, or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, proposals, discussions, and communications, whether oral or in writing.

[Signature Pages Follows]

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

Authorized Signature for IEHP: DocuSigned by: Keenan Freeman 3D1769C14BD1428... Keenan Freeman, CFO, for:	Authorized Signature for COUNTY: DocuSigned by: Heidi Marshall 201F3596E02E493...
Printed Name of Person Signing: Jarrod McNaughton	Printed Name of Person Signing: Heidi Marshall
Title: Chief Executive Officer Inland Empire Health Plan	Title: Director Housing and Workforce Solutions
Date Signed: 11/8/2023	Date Signed: 11/6/2023

11/09/2023

County of Riverside, Department of Housing and Workforce Solutions:

By: DocuSigned by: Heidi Marshall
Heidi Marshall
Director, Housing and Workforce Solutions

Date: 11/6/2023

INLAND EMPIRE HEALTH PLAN:

By: DocuSigned by: Keenan Freeman
Keenan Freeman, CFO for
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer

Date: 11/8/2023

By: DocuSigned by: Karen S. Spiegel
Chair, IEHP Governing Board

Date: 11/8/2023

Attest: DocuSigned by:
Secretary, IEHP Governing Board

Date: 11/8/2023

Approved as to Form:

By: DocuSigned by: DS MP
Anna W. Wang
Vice President, General Counsel
Inland Empire Health Plan

Date: 11/8/2023

Amendment Template
(IEHP Legal 04-2019)

HWSCoC-0004868

Schedule A
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT
$44,600,000 in HHIP funding is available, of which $32,600,000 is allocated and $12,000,000 is available as incentive payments.

The $32,600,000 in allocated funding will be disbursed to the County upon IEHP's receipt, review, and approval of invoices that at minimum include the following elements:

1) Specified amounts,
2) Investment Plan Activity, and
3) Corresponding HHIP measure impacted and supporting scope of work.

An additional $12,000,000 in incentive funding may be earned by the County if its HHIP performance meets specified benchmarks, as determined by IEHP and delineated in Attachment II, the HHIP IEHP Investment Plan Workbook. Incentive funding will be disbursed to the County upon IEHP's receipt, review, and approval of invoices that at minimum include the following elements:

1) Specified amounts,
2) Benchmarks met,
3) Investment Plan Activity, and
4) Corresponding HHIP measure impacted and supporting scope of work.

Total HHIP funding shall not exceed $44,600,000.

A.2 INELIGIBLE COSTS
HHIP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and under the eligible uses as identified by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan. The IEHP Investment Plan details the funding activities conforming with eligible activities under HHIP (Attachment VI - HHIP IEHP Investment Plan Workbook).

A.3 EXPENDITURE OF FUNDS
HWS shall Expend one hundred percent (100%) of all funds under this agreement by March 31, 2028 (“Expenditure Deadline”) unless approved by IEHP in writing.

A.4 FISCAL ACCOUNTABILITY
a. HWS agrees to manage funds received through IEHP in accordance with sound accounting policies and incur and claim only eligible costs for reimbursement.

b. HWS must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, HWS must develop an accounting procedure manual. Said manual shall be made available to IEHP upon request or during fiscal monitoring visits.

HWSCoC-0004868

Schedule B
Scope of Services

B.1 SCOPE OF SERVICES

A. Project Description

Housing and Homeless Incentive Plan

HHIP is a voluntary incentive program that will allow health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health. Total Incentive Funds available are $1.288 billion one-time funds. Funding will be available to Managed Care Plans through March 31, 2024. Funds flow from DHCS to Managed Care Plans (MCPs) to: 1. reduce and prevent homelessness; and 2. ensure MCPs develop the necessary capacity and partnerships to connect their members to needed housing services.

Funding can support and facilitate coordination between health plans and other entities. Funds will be awarded to MCPs once metrics are met as prescribed by the HHIP program metrics below:

Priority Area 1: Partnership and Capacity to Support Referrals for Services	Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs	Priority Area 3: Delivery of Services and Member Engagement
1.1 Engagement with CoC, such as, but not limited to: attending CoC meetings, joining the CoC board, subgroup or workgroup, and attending CoC webinars.	**2.1 Connection with street medicine team** that is providing healthcare for individuals who are homeless Priority Measure*	**3.1 Percent of MCP Members screened for homelessness/risk of homelessness**
1.2 Connection and integration with the local homeless Coordinated Entry System Priority Measure*	**2.2 MCP connection with the local Homeless Management Information System (HMIS)** Priority Measure*	**3.2 MCP Members screened for homelessness or risk of homelessness who were discharged from an inpatient setting** or have been to the emergency department for services two or more times in a 4-month period
1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports services or other housing-related services to MCP members experiencing homelessness	**2.3 MCP process for tracking and managing referrals for housing-related Community Supports** offered during the measurement period, including: 1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post-Hospitalization Housing 6. Day Habilitation Programs	**3.3 MCP members experiencing homelessness who were successfully engaged in ECM**
1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services (i.e., interim housing, rental assistance, supportive housing, outreach, prevention/ diversion) with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching Priority Measure*		**3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports**, including 1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post-Hospitalization Housing 6. Day Habilitation Programs Priority Measure*
1.5 Data sharing agreement with county MHPs and DMC-ODS (if applicable)		**3.5 MCP Members who were successfully housed** Priority Measure*
1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (aligns w/ HHAP-3)		**3.6 MCP Members who remained successfully housed** Priority Measure*
1.7 Lessons learned from development and implementation of Investment Plan (IP)		

Note: Priority Measures* will be weighed heavily by DHCS when reviewing MCP reports to determine funds earned. Measures are either P4P (pay-for-performance) or P4R (pay-for-reporting)

B. Project Detail

The Scope of Work ("Work") for this Agreement are in alignment with the County HHAP-3 Local Action Plan and application template to ensure alignment with the County; and any other applicable laws.

IEHP has partnered with the County of Riverside Department of Housing and Workforce Solutions to provide significant investments in eleven (11) activities detailed in Attachment VI - HHIP IEHP Investment Plan Workbook.

B.2 HOMELESS MANAGEMENT INFORMATION SYSTEM

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

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.

2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant IEHP access to use the HMIS software for the term of this Agreement.

3. IEHP shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: https://rivcohws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf

4. IEHP must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20(1).pdf

5. IEHP agrees to provide BCSH access to HMIS data collected and entered into the IEHP'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

6. A date use agreement will be established between the County of Riverside and Managed Care Plans (MCPs) that sets out the responsibilities, protocols, and standard before any PPI may be accessed and disclosed from HMIS in a read-only form.

B.3 COORDINATED ENTRY SYSTEM

1. Participation is defined by CES training attendance, complying with Riverside County CES Charter, Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis. https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf

2. IEHP shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Charter, Policies and Procedures which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf

3. IEHP 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. IEHP agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.

5. IEHP 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. IEHP agrees to provide BCSH access to CES data collected and entered into the IEHP'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

B.4 REPORTING REQUIREMENTS

A. IEHP shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HHPWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to BCSH.

B. Information needed for reporting purposes include but are not limited to the followings. IHEP is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.

1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.

2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.

3. The type of housing assistance provided, broken out by the number of individuals.

4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

5. Number of Instances of Service.

6. Increases in capacity for new and existing programs.

7. The number of unsheltered homeless individuals becoming sheltered.

8. The number of homeless persons entering permanent housing.

C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):

   1. Chronically Homeless

   2. Homeless veterans

   3. Unaccompanied Homeless Youth

   4. Homeless persons in families with children

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

   1. Progress made toward local homelessness goals.

   2. The alignment between HHIP funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.

   3. Any other effects from HHIP funding that the CoC would like to share (optional).

HWSCoC-0004868

ATTACHMENT I
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

A. Secure all areas of the Grantor 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 Grantor staff.

D. Require Grantor 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 Grantor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.

G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.

H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

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

B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented

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

C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.

D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.

F. Patch Management.
   1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
   2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
   3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
   4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. User IDs and Password Controls.
   1. All users must be issued a unique user name for accessing PII.
   2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
   3. Passwords are not to be shared.
   4. Passwords must be at least eight (8) characters.
   5. Passwords must be a non-dictionary word.
   6. Passwords must not be stored in readable format on the computer or server.
   7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
   8. Passwords must be changed if revealed or compromised.
   9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
      a. Upper case letters (A-Z)
      b. Lower case letters (a-z)
      c. Arabic numerals (0-9)
      d. Special characters (!,@,#, etc.)

H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

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

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

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

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

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

III. AUDIT CONTROLS

A. System Security Review.
   1. The Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Grantor 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:

Civil Rights Coordinator
Department of Housing and Workforce Solutions
3403 10th Street Suite 300
Riverside, CA 92501

HWSCoC-0004868

ATTACHMENT II

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Inland Empire Health Plan. This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of Agreement HWSCoC-0004868 (the "Underlying Agreement") between the County of Riverside ("County") and Inland Empire Health Plan ("Grantor") and shall be effective as of the date the Underlying Agreement is approved by both parties (the "Effective Date").

RECITALS

WHEREAS, County and Grantor entered into the Underlying Agreement pursuant to which the Grantor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Grantor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Grantor or Grantor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Grantor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Grantor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Grantor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

      (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Grantor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

         (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

         (b) The unauthorized person who used the PHI or to whom the disclosure was made;

         (c) Whether the PHI was actually acquired or viewed; and

         (d) The extent to which the risk to the PHI has been mitigated.

      (2) Breach excludes:

         (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

         (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

         (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

   B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

   C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Grantor of County's PHI and/or ePHI.**

A. Except as otherwise provided in this Addendum, Grantor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Grantor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Grantor may:

(1) Use PHI and/or ePHI if necessary for Grantor's proper management and administration and to carry out its legal responsibilities; and,

(2) Disclose PHI and/or ePHI for the purpose of Grantor's proper management and administration or to carry out its legal responsibilities, only if:

(a) The disclosure is required by law; or,

(b) Grantor obtains reasonable assurances, in writing, from the person to whom Grantor will Hold such PHI disclose such PHI and/or ePHI that the person will:

(i) and/or ePHI in confidence and use or further disclose it only for the purpose for which Grantor disclosed it to the person, or as required by law; and,

(ii) Notify Grantor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

(3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

(4) De-identify all PHI and/or ePHI of County received by Grantor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

A. Grantor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

B. Grantor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

C. Grantor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

D. Grantor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Grantor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Grantor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

A. County agrees to make its best efforts to notify Grantor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Grantor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

B. County agrees to make its best efforts to promptly notify Grantor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Grantor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

C. County agrees to make its best efforts to promptly notify Grantor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Grantor's use or disclosure of PHI and/or ePHI.

D. County agrees not to request Grantor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Grantor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Grantor.** In connection with the use or disclosure of PHI and/or ePHI, Grantor agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). Grantor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Grantor shall promptly notify County if Grantor is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to Grantor of a use or disclosure of PHI and/or ePHI by Grantor in violation of this Addendum.

E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Grantor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Grantor agree through contract to the same restrictions and conditions that apply to Grantor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Grantor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Grantor on behalf of County, for purposes of determining, investigating or auditing Grantor's and/or County's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Grantor shall promptly notify County upon Grantor's receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Grantor is to carry out County's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Grantor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Grantor, and if such steps are unsuccessful, Grantor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Grantor agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Grantor uses or maintains electronic health records. Grantor shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Grantor or Grantor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Grantor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Grantor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by Grantor 's workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Grantor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to County any security incident of which Grantor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Grantor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Grantor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by v as of the first day on which such breach is known to Grantor or, by exercising reasonable diligence, would have been known to Grantor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Grantor (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Grantor:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Grantor to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what Grantor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by Grantor, Grantor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Grantor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If Grantor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Grantor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Grantor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Grantor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Grantor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Grantor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Grantor shall maintain documentation sufficient to demonstrate that all notifications were made by Grantor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Grantor 's completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) Grantor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) Grantor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Grantor detects such incident. Grantor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

A. Grantor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Grantor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Grantor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Grantor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by Grantor, Grantor shall, at their sole cost, have the right to use counsel of their 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 action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Grantor's indemnification to County as set forth herein. Grantor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Grantor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Grantor's expense, for the defense or settlement thereof. Grantor's obligation hereunder shall be satisfied when Grantor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Grantor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Grantor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Grantor, or created or received by Grantor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

(3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

(1) Upon termination of this Addendum, for any reason, Grantor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Grantor on behalf of County, and, in the event of destruction, Grantor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Grantor. Grantor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that Grantor determines that returning or destroying the PHI and/or ePHI is not feasible, Grantor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Grantor that return or destruction of PHI and/or ePHI is not feasible, Grantor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Grantor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Grantor is required to document or maintain documentation pursuant to the terms of this Addendum, Grantor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of Grantor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**

(1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.

(2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to County.** All notifications required to be given by Grantor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Grantor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

— — —— — —— — TO BE COMPLETED BY COUNTY PERSONNEL ONLY— — —— ——— —

County Departmental Officer: _____

County Departmental Officer Title: _____

County Department Address: _____

County Department Fax Number: _____

HWSCoC-0004868

ATTACHMENT III
IEHP 2023 Payment Request – Required Backup Documentation

County of Riverside
Housing and Workforce Solutions
Continuum of Care
3403 10th Street, Suite 300
Riverside, CA 92501

INVOICE

INVOICE #: HHIPIEHP-XXX
DATE: XX-XX-202X

TO:
Inland Empire Health Plan
10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730

PAYMENT TO:
County of Riverside Continuum of Care
3403 10th Street, Suite 300
Riverside, CA 92501

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Housing and Homelessness Incentive Program – Grant Payment	$xxx	$xxx
		SUBTOTAL	**$xxx**
		SALES TAX	0
		SHIPPING & HANDLING	0
		TOTAL DUE	$xxx

Make checks payable to County of Riverside
If you have any questions concerning this invoice, contact:
Brandon Trahan, CGFM - Principal Accountant
(951) 295-2310 - btrahan@rivco.org

THANK YOU FOR YOUR SUPPORT

REQUIRED DOCUMENTATION FOR INLAND EMPRIE HEALTH PLAN (IEHP) CLAIMS
Revised February 28, 2023

GENERAL GUIDELINES
❖ Claims must be submitted in an organized format.
❖ All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖ Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖ Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖ All claims must be in accordance with the terms and conditions of your contract.
PERSONALLY IDENTIFIABLE INFORMATION (PII)
❖ All PII of program participants **must** be redacted, including:
❖ Name, Date of birth, Social Security Number, Driver's License Number
❖ Instead of the client's name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.
❖ **SIGNED/DATED** Payment Request Form (current version ~~of Form 3106 or~~ Form 2076A, depending on the grant)
❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)

STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense
▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the **specific** grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted
▪ Proof of payment of the credit card statement (cancelled check or check stub)

COUNTY OF RIVERSIDE CONTINUUM OF CARE
HMIS PARTICIPATING AGENCY AGREEMENT

_____("AGENCY") has elected to participate in the County of Riverside Continuum of Care Homeless Management Information System ("HMIS") and therefore is entering into this HMIS Participating Agency Agreement (this "Agreement"). The AGENCY and its personnel are permitted to use HMIS and security services on their computer systems through an Internet connection. The HMIS is a database and case management system that collects and maintains information on the characteristics and service needs of clients. The system collects and stores client –level data, which can be used to generate unduplicated and aggregate reports to determine the use and effectiveness of the services being provided to the homeless and at risk populations.

The Riverside County Housing, Homelessness Prevention and Workforce Solutions (HHPWS) ("HMIS LEAD") is the HUD grantee responsible for administering the HMIS grant. HMIS LEAD is the system host and provides the personnel and administrative support to operate the County of Riverside CoC HMIS. HMIS LEAD is responsible for ordering, installing and maintaining the computer and network system, implementing the software solution, providing secured access for participating agencies, troubleshooting problems, and offering training and on-going technical support.

AGENCY agrees to abide by all laws, and the County of Riverside CoC HMIS Charter pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support HMIS.

In consideration of their mutual undertakings and covenants, the AGENCY and HMIS LEAD agree as follows:

1. **General Understandings:**

A. Definitions. In this Agreement, the following terms will have the following meanings:

i. "AGENCY staff" refers to employees, volunteers, contractors, or any other agents of the AGENCY.

ii. "Breach" shall mean the acquisition, access, use or disclosure of Identifying Information in a manner not permitted as defined in any Federal or State law, including, but not limited to:
   a. The Health Insurance Portability and Accountability Act, 45 CFR section 164.502 ("HIPAA");
   b. The Health Information Technology for Economic and Clinical Health Act, 42 USC 17921;

iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.; "Client" refers to a person receiving services from the AGENCY.

iv. "De-Identifying Information" (also referred to as "non-identifying" information) refers to data that has specific Client demographic information removed, to allow use of the data *without identifying* a specific Client.

v. "Enter" or "entry" refers to the entry of any Client information into the HMIS.

vi. "HMIS" refers to the Homeless Management Information System.

vii. "HMIS staff" refers to the employees, contractors, or agents of HMIS LEAD assigned to administer the HMIS, as well as to analyze, review and report on the data contained in HMIS.

viii. "Identifying Information" (also referred to as "confidential" data or information) refers to information about a Client that can be used to distinguish or trace the Client's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used.

ix. "Information" refers to both De-Identifying Information and Identifying Information.

x. "AGENCY" refers generally to any service provider or organization signing this document that is participating or planning to participate in the HMIS.

xi. "Sharing," or "information sharing" refers to entering information into HMIS, or providing Identifying Information to other agencies, organizations, individuals, or providers that do not participate in the HMIS.

xii. "User" refers to AGENCY employees authorized to have, and having, access to the HMIS.

B. Use and Disclosure. Whenever AGENCY enters information into HMIS, such Identifying Information will be available to the HMIS staff who may use it to: administer HMIS, conduct analysis, coordinate services, and prepare reports to be submitted to others in de-identifying form. AGENCY use and disclosure of HMIS Identifying Information may occur only in accordance with HMIS Policies, Standard Operating Procedures.

C. Access. AGENCY agrees to allow HMIS and its subcontractors access to information provided by the AGENCY in accordance with this Agreement and to carry out its duties with respect to the HMIS, which includes without limitation,

HMIS administration, testing, problem identification and resolution, management of the HMIS database, and data aggregation and analysis activities, as permitted by applicable state and federal laws and regulations.

2. **Confidentiality:**

A. AGENCY shall not:

i. enter information into the HMIS which it is not authorized to enter, or

ii. share information that AGENCY is not authorized to share.

By entering information into the HMIS, AGENCY represents that it has the authority to enter such information into the HMIS. To the best of AGENCY's knowledge, any information entered into the HMIS does not violate any of the Client's rights, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information.

B. AGENCY agrees to comply with all federal and state regulations regarding the confidentiality of Identifying Information, including, but not limited to:

i. The Health Insurance Portability and Accountability Act, 45 CFR Parts 160, 162 and 164 ("HIPAA");
ii. The Health Information Technology for Economic and Clinical Health Act ("HITECH Act");
iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.;
iv. California Welfare and Institutions Code section 5328 et seq.;
v. California Evidence Code section 1010 et seq.;
vi. Code of Federal Regulations, at 42 CFR Part 2.

C. To the extent that information entered by AGENCY into the HMIS is or becomes subject to additional restrictions, AGENCY will immediately inform HMIS in writing of such restrictions.

3. **Display of Notice:**

i. Pursuant to the notice published by the Department of Housing and Urban Development ("HUD") on July 30, 2004, AGENCY will prominently display at each intake desk (or comparable location) the ***HMIS Notice of Privacy Practices*** approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information. It is AGENCY's responsibility to ensure that each Client understands his or her rights. Additionally, if AGENCY maintains a public webpage, the current

version of the ***HMIS Notice of Privacy Practices*** must be posted on the webpage. The current form of ***HMIS Notice of Privacy Practices***, which may be modified from time to time at HMIS's LEAD's discretion, is attached to and incorporated into this Agreement by reference, and is available from HMIS LEAD or on its website http://HMIS LEAD.co.riverside.ca.us/homeless-programs.

4. Information Collection, Release and Sharing Consent:

A. Collection of Identifying Information. AGENCY must collect information by lawful and fair means with the knowledge or consent of the Client. Any Identifying Information collected by the AGENCY must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, Identifying Information should be accurate, complete and timely. . AGENCY must post Mandatory Collection Notice at each intake desk or comparable location. Privacy and Mandatory Collection Notices must be made available in writing at the client's request.

B. Obtaining Client Consent. AGENCY will obtain the informed consent of the Client by having the Client sign the ***Consent*** form.

C. Sharing. Prior to sharing any of a Client's information with an AGENCY or organization outside of the HMIS, except as provided in the ***HMIS Notice of Privacy Practices***, approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information, AGENCY will provide the Client with a copy of its client consent and/or release of information form ("Consent"). Following an explanation regarding the entity or individual that the information will be shared with and how it will be used, the AGENCY will obtain the informed consent of the Client by having the Client sign the ***Consent*** form specific to that other AGENCY or outside organization.

D. Consent Form. AGENCY shall keep all copies of the signed ***Consent*** form for a period of seven (7) years after the Client signed the consent form. Such forms shall be available for inspection and copying by HMIS and/or the U.S. Department of Housing and Urban Development, at any time.

E. Refusal of Services. AGENCY may not refuse or decline services to a Client or potential Client if that person:

i. objects to the entry of its information in the HMIS; or

ii. refuses to share his or her personal information with the AGENCY or cannot remember certain information; however, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

5. **HMIS Policies and Standard Operating Procedures:**

Notwithstanding any other provision of this Agreement, AGENCY's use of and participation in the HMIS, and the use, disclosure, and submission of data to and from the HMIS shall, at all times, be governed by the ***HMIS Notice of Privacy Practices*** and the ***HMIS Charter***, as revised from time to time, at the sole discretion of HMIS. Such ***HMIS Charter*** is incorporated in this Agreement by reference and is located at http://HMIS LEAD.co.riverside.ca.us/homeless-programs/management-information-system
In the event of a conflict between this Agreement and the ***HMIS Charter***, the latter shall control.

6. **Sharing HMIS Data:**

AGENCY shall not release any Identifying Information received from the HMIS to any other person or organization without the written informed consent of the Client, unless such disclosure is required by law or in accordance with the ***HMIS Notice of Privacy Practices***.

Basic Client profile data entered into HMIS (with consent), which includes Client demographic data will be shared with all Agencies in the HMIS system in an effort to reduce the event of duplicative Client records and/ or intakes. This includes the following data elements:

- 3.1 Name
- 3.2 Social Security Number
- 3.3 Date of Birth
- 3.4 Race
- 3.5 Ethnicity
- 3.6 Gender
- 3.7 Veteran Status
- 3.15 Relationship to Head of Household

Client's project level data will only be shared with agencies that have signed an ***Inter-Agency Data Sharing Agreement***. This includes the following data elements:

- 3.8 Disabling Condition
- 3.10 Project Start Date
- 3.11 Project Exit Date
- 3.12 Destination
- 3.16 Client Location
- 3.20 Housing Move-in Date
- 3.917 Living Situation
- 4.2 Income and Sources
- 4.3 Non-Cash Benefits
- 4.4 Health Insurance
- 4.5 Physical Disability
- 4.6 Developmental Disability
- 4.7 Chronic Health Condition
- 4.8 HIV/AIDS
- 4.9 Mental Health Problem
- 4.10 Substance Abuse
- 4.11 Domestic Violence
- 4.12 Contact
- 4.13 Date of Engagement
- Enrollment History (Project and Organization name)

7. **Client Inspection/Correction:**

Upon receipt of a written request from a Client, AGENCY shall allow the Client to inspect and obtain a copy of his or her own information during regular business hours. AGENCY is not required to provide a Client access to information (a) compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding; (b) about another individual; (c) obtained under a promise of confidentiality if disclosure would reveal the source of the information; and (d) which, if disclosed, would be reasonably likely to endanger the life or physical safety of any individual. AGENCY must allow a Client to correct information that is inaccurate or incomplete; provided, however, that prior to correcting such information, AGENCY shall consult with HMIS. Such consultation is necessary to ensure proper coordination between the AGENCY's response and the capabilities of the HMIS system, unless the requested correction is a routine correction of a common data element for which a field exists in HMIS (*e.g.*, date of birth, prior residence, social security number, etc.). AGENCY is not required to remove any information as a result of a correction, but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

8. **Security:**

AGENCY shall maintain the security and confidentiality of information in the HMIS and is responsible for the actions of its employees, contractors, volunteers, or agents and their proper training and supervision. AGENCY agrees to follow the ***HMIS Policies and Standard Operating Procedures*** on security (hereafter "Security Rule"), which by this reference is incorporated herein and which may be modified from time to time at HMIS LEAD's discretion. At its discretion, HMIS LEAD may conduct periodic assessments of AGENCY to monitor its compliance with the Security Rule. The steps AGENCY must take to maintain security and confidentiality include, but are not limited to:

A. Access. AGENCY will permit password-protected access to the HMIS only to authorized AGENCY staff who need information from the HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). AGENCY will limit the access of such staff to only those records that are immediately relevant to their work assignments.

B. User Code of Ethics. Prior to permitting any User to access HMIS, AGENCY will require the User to sign an ***HMIS User Agreement/Code of Ethics*** ("User Code of Ethics"), which is incorporated herein by this reference and which may be amended from time to time at HMIS LEAD's discretion. AGENCY will comply with and enforce the User Code of Ethics and will inform HMIS LEAD immediately in writing of any breaches of the User Code of Ethics.

i. Any staff, volunteer or other person who has been granted a User ID and password and is found to have committed a breach of system security and/or Client confidentiality will have his/her access to the database revoked immediately.

ii. In the event of a breach of system security or Client confidentiality, the Director of the AGENCY shall notify HMIS LEAD within twenty-four (24) hours. Any AGENCY that is found to have had breaches of system security and/or Client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the AGENCY prevent further breaches.

Probation shall remain in effect until HMIS LEAD has evaluated the AGENCY's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Code of Ethics. Subsequent violations of system security may result in suspension from the HMIS.

C. User Authentication. AGENCY will permit access to HMIS only with use of a User authentication system consisting of a username and a password which the User may not share with others. Written information pertaining to User access (*e.g.*, username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, or include the username, the HMIS vendor's name, the HMIS LEAD name, the AGENCY's name, or consist entirely of any word found in the common dictionary or any of the forenamed words spelled backwards. The use of default passwords on initial entry into the HMIS is allowed so long as the User changes the default password on first use. Individual Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and HMIS LEAD. Passwords and usernames shall not be exchanged electronically without HMIS LEAD's approval.

D. Hard Copies. The AGENCY must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS LEAD, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS LEAD that contains such information must be supervised at all times when it is in a public area. If AGENCY staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other equivalent means with approval by HMIS LEAD. Written information specifically pertaining to User access (*e.g.*, username and password) must not be stored or displayed in any publicly accessible location.

E. Training/Assistance. HMIS LEAD will conduct ongoing basic confidentiality training for all persons with access to the HMIS and will train all persons who may receive

information produced from the HMIS on the confidentiality of such information. AGENCY will participate in such training as is provided from time to time by HMIS LEAD. Representatives of HMIS LEAD will be reasonably available during HMIS's defined weekday business hours for technical assistance (*e.g.*, troubleshooting and report generation).

9. **Information Entry Standards:**

A. Information entered into HMIS by AGENCY will be truthful, accurate, complete and timely to the best of AGENCY's knowledge.

B. AGENCY will ***not*** solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

C. AGENCY will only enter information into the HMIS database with respect to individuals which it serves or intends to serve, including through referral.

D. AGENCY will enter information into the HMIS database within seven (7) calendar days of data collection.

E. AGENCY will **not** alter or over-write information entered by another AGENCY.

HMIS LEAD reserves the right to, in its sole discretion, delete or segregate information entered into the HMIS by an AGENCY, or take any other appropriate measures, to maintain the accuracy and integrity of the HMIS or to avoid compromising the HMIS goal of maintaining unduplicated counts of Clients.

AGENCY is responsible for maintaining timely, accurate and complete data in HMIS and remaining in compliance with federal regulations as well as any outside applicable regulations such as the HIPAA standards.

HMIS LEAD will conduct an annual monitoring site visit to ensure compliance with HUD and Riverside County CoC HMIS requirements. HMIS LEAD will provide utilization reports to participating agencies on a regular basis to include data quality and tracking.10. **Use of the HMIS:**

A. AGENCY will not access Identifying Information for any individual for whom services are neither being sought nor provided by the AGENCY. AGENCY may access Identifying Information of the Clients it serves and may request, in writing addressed to HMIS LEAD's authorized officer shown on the signature page of this Agreement, access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS Participating Agencies.

B. AGENCY may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.

C. AGENCY and HMIS LEAD will report only non-identifying information in response to requests for information from the HMIS.

D. AGENCY will use the HMIS for its legitimate business purposes only.

E. AGENCY will not use the HMIS to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

F. AGENCY shall not use the HMIS to aggregate data to compare the performance of other Participating Agencies, without the express written consent of HMIS LEAD and each of the Participating Agencies being compared.

G. Notwithstanding any other Section of this Agreement, the parties may use or disclose for any lawful purpose information that: (a) is in the possession of the party prior to the time of the disclosure to the party through the HMIS and was not acquired, directly or indirectly, from the HMIS; or (b) is made available to the party by a third party who has the legal right to do so.

11. **Proprietary Rights of the HMIS:**

A. AGENCY or HMIS LEAD staff shall assign passwords and access codes for all AGENCY Staff that meets other privacy, training and conditions contained within this Agreement.

B. AGENCY or HMIS LEAD staff shall not assign passwords or access codes to any other person not directly connected to or working for their own AGENCY.

C. AGENCY shall be solely responsible for all acts and omissions of its Users, and all other individuals who access the HMIS either through the AGENCY or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the AGENCY or any of the AGENCY's Authorized Users, with respect to the HMIS and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the AGENCY. Each AGENCY shall certify:

i. That its Users have received training regarding the confidentiality of HMIS information under all applicable federal, state, and local laws and agree to protect the Information in compliance with such laws and this Agreement;

ii. That its Users shall only access the HMIS for purposes approved by the AGENCY and that are consistent with this Agreement;

iii. That its Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual. AGENCY shall ensure that all Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;

iv. That its Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the AGENCY; and

v. That it has restricted access to the HMIS only to the Users that the AGENCY has identified pursuant to this Section.

D. AGENCY shall terminate the rights of a User immediately upon the User's termination from his or her position. In the alternative, AGENCY must immediately notify HMIS LEAD staff of the User's termination to allow HMIS LEAD staff to terminate the User's access rights. The AGENCY is responsible for removing HMIS Users from the system.

E. AGENCY shall be diligent not to cause in any manner or way, corruption of the HMIS, and AGENCY agrees to be responsible for any damage it may cause.

12. **HMIS Administrators Council:**

The County of Riverside Continuum of Care (CoC) delegates oversight and guidance of the HMIS and related activities to the HMIS Administrators Council ("HMIS COUNCIL"). A list of the current members of the HMIS COUNCIL may be obtained from http://HMIS LEAD.co.riverside.ca.us/homeless-programs. The HMIS LEAD staff will consult with the HMIS COUNCIL from time to time regarding issues such as revision to the form of this Agreement. Written AGENCY complaints that are not resolved may be forwarded to the HMIS COUNCIL which will try to reach a voluntary resolution of the complaint.

12. **Insurance**

HMIS Data sharing participating agencies must maintain insurance as provided in subrecipients contract with DPSS.

13. **Limitation of Liability and Indemnification:**

A. Except as provided in this Section, no party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement or its participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or

liability for the acts of any other person or entity through participation in HMIS except for the acts and omissions of its own employees, volunteers, agents or contractors. The parties specifically agree that this Agreement is for the benefit of the parties only and creates no rights in any third party.

B. AGENCY agrees to indemnify, defend and hold harmless HMIS LEAD, including its directors, officers, employees, representatives, and agents from and against any and all claims and liabilities (including, without limitation, all damages, costs, and expenses, including legal fees and disbursements paid or incurred) arising from the intentional acts or omissions, negligence, or strict liability of AGENCY, its directors, officers, employees, representatives, or agents, or AGENCY's breach of this Agreement, including any breach associated with Identifying information. This Section shall survive the termination of this Agreement.

C. Without limiting any other provision of this Agreement, AGENCY and its Users shall be solely responsible for all decisions and actions taken or not taken involving services, treatment, patient care, utilization management, and quality management for their respective patients and Clients resulting from or in any way related to the use of the HMIS or the Information made available thereby. AGENCY and Users shall have no recourse against, and hereby waive, any claims against HMIS LEAD for any loss, damage, claim or cost relating to or resulting from its own use or misuse of the HMIS.

D. AGENCY acknowledges and agrees that the HMIS is an information management tool only and that it contemplates and requires the involvement of Agencies and Users that are qualified to maintain, collect and enter information into the HMIS. AGENCY further acknowledges and agrees that HMIS LEAD has not represented its services as having the ability to perform any tasks that constitute the practice of medicine or of other professional or academic disciplines. HMIS LEAD shall not be responsible for any errors, misstatements, inaccuracies, or omissions regarding the content of the HMIS, although every effort has been made to ensure its quality and accuracy. AGENCY assumes all risk for selection and use of the content in the HMIS.

E. All data to which access is made through the HMIS originates from Participating Agencies, and not from HMIS LEAD. All such data is subject to change arising from numerous factors, including without limitation, changes to Client information made at the request of the Client, changes in the Client's condition, the passage of time and other factors. HMIS LEAD neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of this Agreement, HMIS LEAD shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by AGENCY, or used by AGENCY, pursuant to this Agreement.

F. Access to the HMIS and the information obtained by AGENCY pursuant to the use of those services are provided "as is" and "as available." AGENCY is solely responsible for any and all acts or omissions taken or made in reliance on the HMIS or the information in the HMIS, including inaccurate or incomplete information. It is expressly agreed that in no event shall HMIS LEAD be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if HMIS LEAD has been apprised of the possibility or likelihood of such damages occurring. HMIS LEAD disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the HMIS.

14. **Limitation of Liability:**

HMIS LEAD shall not be liable for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

15. **Disclaimer of Warranties:**

HMIS LEAD makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, to any AGENCY or any other person or entity as to the services of the HMIS or as to any other matter.

16. **Additional Terms and Conditions:**

A. AGENCY will abide by such guidelines as are promulgated by HUD and HMIS LEAD from time to time regarding administration of the HMIS.

B. AGENCY and HMIS LEAD intend to abide by applicable State and Federal laws. Should any term of this Agreement be inconsistent with applicable law, or should additional terms be required by applicable law, AGENCY and HMIS LEAD agree to modify the terms of this Agreement so as to comply with applicable law.

C. Neither HMIS LEAD nor AGENCY will transfer or assign any rights or obligations regarding the HMIS without the written consent of the other party.

D. This Agreement will be in force until terminated by either party. Either party may terminate this Agreement with thirty (30) days written notice. Either party may also terminate this Agreement immediately upon a material breach of this Agreement by the other party, including but not limited to a breach of the ***HMIS Charter (Policies and Standard Operating Procedures)*** by AGENCY. Upon termination of this Agreement, AGENCY shall remain liable for (and nothing in this Agreement shall prevent HMIS LEAD from recovering) any fees, costs, or expenses that have been incurred prior to the

termination of this Agreement. HMIS LEAD and the remaining Participating Agencies will maintain their rights to use all of the information previously entered by AGENCY except to the extent a restriction is imposed by the Client or applicable law.

E. Copies of AGENCY data will be provided to the AGENCY upon termination of this Agreement at the AGENCY's written request to HMIS LEAD made within sixty (60) days after the termination of this Agreement. Information will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to AGENCY within sixty (60) calendar days of receipt of written requests for data copies. HMIS LEAD reserves the right to charge AGENCY's HMIS actual costs for providing such data to AGENCY.

F. Except as otherwise provided, no action taken by either party, or its officers, employees or agents, pursuant to this Agreement, shall be deemed to constitute an action of the other party, or shall be construed to place the parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either party any express or implied power, right or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly provided herein. HMIS LEAD and AGENCY intend and agree that they and their respective agents or employees shall serve as independent contractors and not as employees of the other party, and this Agreement shall not be considered a hiring by either party or a contract of employment.

G. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this Agreement may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the party waiving compliance.

H. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

I. Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other, which consent will not be unreasonably withheld. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

J. Any notice required or permitted to be given under this Agreement shall be conclusively deemed to have been received by a party to this Agreement on the day it is delivered to such party at the address indicated in the signature block below, or at such other address as such party shall specify to the other party in writing, or if sent by registered or certified mail, on the third business day after the date on which it is mailed to such party at said address.

K. This Agreement sets forth the entire understanding between the parties with respect to the matters contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

L. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without such invalid or unenforceable provisions.

M. The Parties affirm that this Agreement has been entered into in the State of California and will be governed by and construed in accordance with the laws of the State of California, notwithstanding any state's choice of law rules to the contrary. Any action to enforce, challenge or construe the terms or making of this Agreement or to recover for its breach shall be litigated exclusively in a state or federal court located in the State of California.

This Agreement is executed between (AGENCY) and (HMIS LEAD) and upon execution the AGENCY will be given access to the HMIS with the terms herein set forth. This agreement will be signed by the Executive Director at the Participating AGENCY.

Tanya Torno		
HMIS LEAD	SIGNATURE	DATE

AGENCY NAME		
AGENCY CEO/EXECUTIVE DIRECTOR	SIGNATURE	DATE

I have read the AGENCY Agreement and understand that this technology is for HMIS purposes only.

HWSCoC-0004868

ATTACHMENT V
Privacy Data Notice

Appendix C: Privacy Notice (Posted Sign)

PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE READ IT CARFULLY.

Effective Date:

Our Duty to Safeguard your Protected Information

_____ **(Agency Name)** collects information about who uses our services. We will ask for your permission to enter the information we collect about you and your family into a computer program called the Continuum of Care for Riverside County HMIS. Although the CoC HMIS helps us keep track of your information, individual and identifiable information about you is considered "Personal Protected Information" (PPI). We are required to protect the privacy of your identifying information and to give you notice about how, when and why we may use or disclose the information you give us.

We are also required to follow the privacy practices described in this Notice, although _____ **(Agency Name) reserves the right to change our privacy practices and the terms of this Notice at any time.** You may request a copy of the notice from any participating **CoC HMIS Collaborative Agency.**

How We May Use and Disclose Your Information

We use and disclose collective information for a variety of reports. We have a limited right to include some of your information for reports on homelessness and services needed by those who are homeless. Information that could be used to tell who you are will never be used for these reports. We will not turn your information over to a national database. We must have your written consent to use or disclose your information unless the law permits or requires us to make the use of or to disclose without your permission. Please review the Client Informed Consent/Release of Information Authorization for details.

Individual Rights Regarding Your Information

- You have the right to receive services even if you choose NOT to participate in the CoC HMIS. However, clients may be refused program entry for not meeting other agency eligibility criteria.
- You have the right to ask for information about who has seen your information.

HWSCoC-0004868

You have the right to see your information and change it, if it is not correct.

Riverside County HMIS Lead Agency
Housing, Homelessness Prevention, and Workforce Solutions Department
4060 County Circle Drive, Riverside, CA 92503

MANDATORY COLLECTION NOTICE

We collect personal information directly from you for reasons that are discussed in our privacy statement. We may be required to collect some personal information as mandated by law or as requested from organizations that fund this program. Other personal information we collect is necessary to operate programs, improve services and better understand the needs of homelessness. We collect appropriate information only. A Privacy Notice is available upon request.

HWSCoC-0004868

ATTACHMENT VI
HHIP IEHP Investment Plan Workbook

County	Investment Topic #	Gap/Need Addressed	Investment Activity Description	$ Allocated	$ Incentive
Riverside	1. CoC Support	Enhance partnership between MCP and CoCs	• **$1M** to Riverside CoCs to supplement existing HHAP financial plans and strengthen housing related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications) • **$1.5M** over 3 years to support the Homeless Point-in-Time Count for the County of Riverside's "More Than a Count" Initiative that will strategically place and coordinate transportation, medical screenings, and interim placements for those identified during the day of the count	$2,500,000.00	
Riverside	2. CES Support	Improve connection and integration with local CES	• **$500,000** to support Riverside County CES' infrastructure development and enhancement including software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees)	$500,000.00	
Riverside	3. Community Supports Services Enhancement	Provide more medically appropriate and cost-effective housing related services to MCP members who are experiencing homelessness	• **$250,000** to enhance community supports vendors to incentivize landlords • **$500,000** may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services	$750,000.00	

Riverside	4. CoC collaboration and partnerships	Increase the number of data sharing agreements with counties, COC, and/or organizations that deliver housing services allowing for timely exchange of information and member matching	• **$2M** to support the expansion of contractual arrangements with housing-related service Providers who can provide interim housing, rental assistance, supportive housing, outreach services, and/or prevention/diversion services.	$2,000,000.00	
Riverside	5. DMC-ODS Support and Collaboration	MHP and DMC-ODS do not capture housing status. (they may have their own homeless indicators)	• **$500,000** to Riverside County to improve the sharing of patient information including, member matching and current housing status, integration, coordination of care, and case management with MHPs.	$500,000.00	
Riverside	6. Homeless Shelter Respite Care Center Development	Lack of respite care and shelter beds	• **$5M** over 3 years to directly support capital improvements for the shelter's respite care program. The center will support 10 respite care beds and a total of 60 shelter beds. IEHP will negotiate a percentage of beds be reserved for IEHP Members.	$5,000,000.00	

Riverside	7. Disparities and Equity Services Support	Address disparities and equity in service delivery, housing placements, and housing retention	• **$1M** to support Riverside CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions. • **$1M** to address disparities and equity by supporting entities who provide services to the LBGTQ+ and HIV/AIDS population.	$2,000,000.00	
Riverside	8. Street Medicine Support	Increase ability to identify and house individuals who are not accounted for in reports, require more urgent services, and dissemination of information	• **$1M** for IEHP to directly contact with a street medicine provider/teams who provide medical care for patients experiencing homelessness using "street medicine" model best practices and create increase encampment response. • **$5.1M** to support the County and CoC to integrate street medicine professionals into supervisorial street medicine teams.	$6,100.000.00	
Riverside	9. HMIS Collaboration and Enhancement	HMIS is not being used to its full potential	• **$750,000** to support the expansion of the CoC's No Wrong Door Approach by increasing the number of licenses available to support users across all sectors and forward-facing dashboards to measure project and system performance towards achieving metrics. Additionally, help with resource support to assist Plan/County Member matching efforts. • **$3M** to incentivize County HMIS to enhance member matching capabilities and develop capabilities to allow for timely alerts of changes in a Member's housing status.	$750,000.00	$3,000,000.00

Riverside	10. Community Supports	Increasing community support providers and housing-related care services	• **$2M** to expand the network of Community Support Providers as well as augment housing-related care services to include increased case management services in clinics, behavioral health staffing, respite beds, and substance abuse and/or prevention programs. • **$3M** to incentivize IEHP's Community Support Providers to increase the number of housing related and recuperative care Community Support (CS) services for IEHP Members. Funding to also incentivize CS Providers to be able to electronically receive, follow-up.	$2,000,000.00	$3,000,000.00
Riverside	11. Permanent Supportive Housing	Addressing lack of infrastructure and housing space/beds	• **$10.5M** to support the CoC's development/infrastructure for capital improvement projects that are in progress and/or nearing completion to support and expand the capacity in Riverside County to sustainably house IEHP Members. • Funding will also help support infrastructure costs to support 808 beds and facilitate linkages to healthcare treatment for physical health, mental health, and substance use . • **$6M** to incentivize housing related service providers to sustainably house IEHP members.	$10,500,000.00	$6,000,000.00
Totals				$32,600,000.00	$12,000,000.00
Total Funding Amount				Not to exceed $44,600,000	

HWSCoC-0004868

ATTACHMENT VII
HHIP Incentive Funding
Companion Document to HHIP Investment Plan

INVESTMENT PLAN ACTIVITY	COUNTY, COC, or BOTH	EARN UP TO AMOUNT	DELIVERABLE/MILESTONE REQUIRED FOR INCENTIVE PAYMENT	DUE DATE
9. HMIS Collaboration and enhancement	County	3 Million	County has the ability to earn incentivized amounts for demonstrating successful milestone completion of the following: A. **(16.6%/504K)** IEHP ability to successfully receive timely alerts from County local HMIS when IEHP's member experiences a change in housing status B. **(10.4%/312K)** Report of unique number of IEHP Members who were screened for homelessness or risk of homelessness during measurement period 2 (1/1/23 – 10/31/23) C. **(10.4%/312K)** Report of unique number of IEHP members who received at least one of the following housing-related Community Supports (list below) offered during measurement period 2 (1/1/23 – 10/31/23) a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs D. **(10.4%/312K)** Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 2 (1/1/23 – 10/31/23) E. **(10.4%/312K)** Reports of unique number of IEHP Members who were housed for at least 1 day during baseline measurement period (1/1/22 – 4/30/22) F. **(10.4%/312K)** Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22)	On or before October 31, 2023

			G. **(10.4%/312K)** Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (1/1/22 – 12/31/22) and remained housed as of 10/31/23 H. **(10.4%/312K)** Unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22) and remained housed as of 10/31/23 I. **(10.4%/312K)** Report of the number of IEHP Members receiving care from a street medicine provider during the measurement period 2 (1/1/23 – 10/31/23)	
10. Community Supports	County/CoC	3 Million	County has the ability to earn incentive funding for each successful demonstration below. (County eligible to receive **35K** for each successful demonstration if received no later than 10/31/23. **25K** for each successful demonstration if received after 10/31/23.) A. New county or county-subcontracted Community Supports provider that can receive, follow up, and close referrals electronically. Provider must be able to accept new referrals for IEHP Members and provide at least one of the following six (6) housing-related community supports services: a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs B. County or County subcontracted Community Supports provider shall maintain capacity for referrals and align/build their workforce accordingly. County will confirm/attest that community support provider has the ability to accept twenty (20) referrals per month, per service. Provider must provide at least one of the following six (6) housing-related community supports services:	35K if received no later than 10/31/23. 25K if received after 10/31/23

			a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs C. County or County subcontracted Community Supports provider shall be able to able to demonstrate gradually expanded coverage to priority areas as deemed appropriate by the Health Plan. County will confirm/attest when provider has expanded coverage to at least one of the IEHP's expanded zip code areas (zip codes available upon request). Provider must provide at least one of the following six (6) housing-related community supports services: a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs	
11. Permanent Supportive Housing	County	6 Million	IEHP will fund existing and new Permanent Supportive Housing (PSH) projects with new/expanded capacity. Each new PSH unit is eligible for $1K in incentive funding and is not limited to a maximum qualifying units. Earned incentive funding can be spent on construction/infrastructure, case management services, administrative/operational costs, IT, and/or any other IEHP-approved activity.	

ATTACHMENT VIII
ESG Time/Activity Report

HUD EMERGENCY SOLUTION GRANT TIME/ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
RAPID REHOUSING STAFF																																
Case Mgmt																																0.00
Housing																																0.00
Total RRH																																**0.00**
HOMELESS PREVENTION SERVICES STAFF																																
Case Mgmt																																0.00
Housing																																0.00
Total HPS																																**0.00**
ADMIN STAFF																																
Admin																																0.00
Total ADMIN																																**0.00**
Non-Project																																0.00
Total Non-Project																																**0.00**
Vacation																																0.00
Sick																																0.00
Holiday																																0.00
Other Paid Time Off																																0.00
Total Fringe																																**0.00**
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**

Total Hours	0.00
Total Fringe Hrs	0.00
Difference	0.00
Actual Hrs - RRH	0.00
Actual Hrs - HPS	0.00
Actual Hrs - ADMIN	0.00
Non-Project Hours	0.00

I certify that this is a true and accurate report of my time and the activities were performed as shown.

Employee Signature **Date**

Supervisor Signature **Date**

ATTACHMENT IX
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
•

DRAFT SAMPLE

County of Riverside
Department of Housing and Workforce Solutions
3403 10TH St. Ste. 300
Riverside, CA 92501

and

Riverside University Health System-Behavioral Health

2020 ESG- CV2 / HHIP

Second Amended and Restated Agreement

HHPWSCoC-HHIP-14

HWS HOUSING AND WORKFORCE SOLUTIONS

ENGAGE. ENCOURAGE. EQUIP.

TABLE OF CONTENTS

1. DEFINITIONS 4
2. DESCRIPTION OF SERVICES 5
3. PERIOD OF PERFORMANCE 6
4. COMPENSATION 6
5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS 6
6. TERMINATION FOR CONVENIENCE 7
7. TERMINATION FOR CAUSE 7
8. REQUEST FOR WAIVER AND WAIVER OF BREACH 8
9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL 8
10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST 8
11. RECORDS, INSPECTIONS, AND AUDITS 9
12. CONFIDENTIALITY 10
13. HOLD HARMLESS/INDEMNIFICATION 10
14. INSURANCE 11
15. WORKER'S COMPENSATION 12
16. VEHICLE LIABILITY 12
17. COMMERCIAL GENERAL LIABILITY 13
18. INDEPENDENT CONTRACTOR 13
19. PROFESSIONAL LIABILITY 13
20. USE BY POLITICAL ENTITIES 13
21. LICENSES AND PERMITS 13
22. NO DEBARMENT OR SUSPENSION 14
23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES 14
24. INSPECTIONS 14
25. CORE COMPONENTS OF HOUSING FIRST 15
26. EMPLOYMENT PRACTICES 15
27. CHILD SUPPORT COMPLIANCE ACT 15
28. DRUG FREE WORKPLACE CERTIFICATION 16
27. PERSONNEL 16
31. ADVERSE GOVERNMENT ACTION 17
32. SUBCONTRACTS 17
33. SUPPLANTATION 18
34. ASSIGNMENT 18
35. FORCE MAJEURE 18
36. GOVERNING LAW 18
37. DISPUTES 18
38. ADMINISTRATIVE/CONTRACT LIAISON 19
39. CIVIL RIGHTS COMPLIANCE 19
40. NOTICES 20
41. SIGNED IN COUNTERPARTS 20
42. ELECTRONIC SIGNATURES (after SIGNED IN COUNTERPARTS 20
43. MODIFICATION OF TERMS 21
44. ENTIRE AGREEMENT 21

List of Schedules
Schedule A – Payment Provisions
Schedule B – Scope of Services

List of Attachments
Attachment I – Assurance of Compliance
Attachment II – Contractor Payment Request
Attachment III – ESG Supporting Documentation Instructions
Attachment IV – ESG Time/Activity Report
Attachment V – ITB COARC-005
Attachment VI - LOI-COARC-006
Attachment VII – Standard Agreement- No.20-ESGCV1-00009, including Amendment #2
Attachment VIII – HWSCoC-0004868 IEHP Agreement
Attachment IX – Monthly Performance Report

*Attachment incorporated herein by reference.

This Second Amended and Restated Agreement to HHPWSCoC-HHIP-14 (herein referred to as "Agreement"), is made and entered into by and between the Riverside University Health System-Behavioral Health (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 (formerly referred to as Housing, Homelessness Prevention and Workforce Solutions), (herein referred to as "COUNTY").

WHEREAS, COUNTY and SUBRECIPIENT entered into that certain 2020 ESG-CV2 Subrecipient Agreement for the ESG-CV2 Continuum of Care Program, HHPWSCoC-ESGCV2-10, for Street Outreach and Emergency Shelter services effective March 4, 2020 through June 30, 2022, (herein referred to as "Agreement"); and that certain Amendment #1 to the Agreement, effective January 1, 2022 to increase the budget for Street Outreach Coordinated Entry System, HMIS and Emergency Shelter program from $3,650,734.03 to $4,127,929.99; and certain Amendment #2, effective May 1, 2022 to extend the end date through September 30, 2023, and add Disallowed Cost language to the Payment Provisions.

WHEREAS, on January 10, 2023, pursuant to Minute Order 3.15, COUNTY accepted Grant Funds from the California Department of Health Care Services awarded through the Inland Empire Health Plan for the Housing and Homelessness Incentive Program (HHIP), and authorized Director of Housing and Workforce Solutions, or designee, to execute individual HHIP Agreements, and approve and execute amendments to modify existing subrecipient agreements with service providers listed in Attachment D to Minute Order 3.15, based on availability of fiscal funding.

WHEREAS, on October 3, 2023, pursuant to Minute Order 3.17, COUNTY accepted additional Grant Funds from the California Department of Health Care Services awarded through the Inland Empire Health Plan for HHIP, and authorized the Director of Housing and Workforce Solutions, or designee, to execute individual HHIP Agreements based on availability of funding through March 31, 2028;

WHEREAS, COUNTY and SUBRECIPIENT desired to amend and restate the Original Agreement, as amended by Amendments 1-2, to change contract number from HHPWSCoC-ESGCV2-14 to HHPWSCoC-HHIP-14, increase the budget for Street Outreach in the amount of $529,870.39 (HHIP funding) for total funding not to exceed **$4,657,800.20** and extend the end date through September 30, 2025;

WHEREAS, the parties now desire to amend and restate the First Amended and Restated agreement to extend the end date and Expenditure Deadline through December 31, 2027; and,

WHEREAS, upon the effectiveness of this Agreement, the Original Agreement, as amended by Amendment #1, Amendment #2, shall be superseded and replaced in its entirety as provided for herein;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS
   A. "Application" refers to the approved application and its submissions prepared by COUNTY, which is the basis on which HCD approved the grant.

   B. "CES" refers to the Coordinated Entry System in the County of Riverside.

   C. "CoC" refers to the Riverside County Continuum of Care.

   D. "COUNTY" and/or "HWS" refers to the County of Riverside and its Housing, and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.

E. “ESG Program” refers to the Emergency Solutions Grants Program.

F. “Engagements” refers to individuals who have given consent to receive services from outreach staff and have become part of the outreach staff’s caseload.

G. “HCD” refers to the State of California Department of Housing and Community Development.

H. “HHIP” refers to Homelessness Incentive Program a voluntary incentive program that will allow health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health.

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

J. “Homeless” refers to homeless as defined in 24 CFR 576.2.

K. "Housed” is total number of unsheltered homeless people that have been permanently housed.

L. “Participant(s)” refers to an individual(s) or family(ies) who is assisted under the ESG Program.

M. “Permanent Housing” refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.

N. “Project” refers to rapid rehousing and/or Homelessness Prevention services for facilitating the movement of Homeless individuals through the Continuum of Care into independent Permanent Housing.

O. “RAPID RE-HOUSING” (RRH) is a model of housing assistance that is designed to assist the homeless, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. Rapid re-housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance homeless system performance and the performance of other homeless projects. For more information about rapid re-housing see:

https://www.onecpd.info/news/snaps-weekly-focus-rapid-re-housing/ and

http://www.end homelessness.org/pages/prevention-and-rapid-re-housing

P. “RENTAL ASSISTANCE” refers to provision of rental assistance to provide homelessness prevention, transitional or permanent housing to eligible persons.

Q. “RFP” refers to a Riverside County Request for Proposal.

R. “SUBRECIPIENT” refer to the Riverside University Health System- Behavioral Health including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and RUHS-BH are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES for ESGCV March 4, 2020 – September 30, 2023
SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Contractor Payment Request, Attachment III – ESG Supporting Documentation Instructions, Attachment IV – ESG Time/Activity Report, Attachment V – ITB COARC – 005 and LOI-COARC-006, Attachment VI –Standard Agreement No. 20-ESGCV1-00009, all of which are attached hereto and incorporated herein as referenced.

DESCRIPTION OF SERVICES for HHIP – March 1, 2023 – December 31, 2027
SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Contractor Payment Request, Attachment III – Supporting Documentation Instructions, Attachment IV – Time/Activity Report, Attachment V-ITB COARC-005 and LOI-COARC-006, Attachment VIII HWSCoC-0004868 all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE
This Agreement shall be effective March 4, 2020 ("Effective Date") and continues in effect through December 31, 2027, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by December 31, 2027.

4. COMPENSATION
a. ESG
COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with 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 product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of ESG-CV2 funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by September 30, 2023 ("Expenditure Deadline"). Any ESG-CV2 funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by September 30, 2023 shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to September 30, 2023, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination to be returned to HCD.

b. HHIP
COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." COUNTY is not responsible for any fees or cost incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services of product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. One hundred percent (100%) of HHIP funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by December 31, 2027 (Expenditure Deadline"). Any HHIP funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by December 31, 2027 shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to December 31, 2027 any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination to be returned to DHCS.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS
The obligation of COUNTY for payment under 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 HCD. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by HCD. 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 and be of no further force or effect. In the event the 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.

6. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

7. TERMINATION FOR CAUSE

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

(1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;

(2) SUBRECIPIENT's use of, or permitting the use of HHIP funds provided under this Agreement for any ineligible activities;

(3) any failure to comply with the deadlines set forth in this Agreement;

(4) violation of any federal or state laws or regulations; or

(5) withdrawal of HCD'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 funds;

(2) Revoke any other existing award(s) to the SUBRECIPIENT;

(3) Require the return of any unexpended funds disbursed under this Agreement;

(4) Require repayment of funds disbursed and Expended under this Agreement;

(5) Require the immediate return to COUNTY of all funds derived from the use of funds including, but not limited to recaptured funds and returned funds;

(6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with 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.

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. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full and complete 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 by COUNTY 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 circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

D. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

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 SUBRECIPIENT 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. 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.

B. SUBRECIPIENT agrees that COUNTY, HCD, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, HCD, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, HCD, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), program guidance document published on the website, and this Agreement. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. Administrative funds may be used to fund this expense.

(1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.

(2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.

(3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.

(4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

6. CONFIDENTIALITY

A. 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 selection of contractors, subcontractors or suppliers in advance of official announcement.

B. 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 protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. 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. SUBRECIPIENT shall comply with Welfare and Institutions Code Section (WIC) 10850.

C. 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.

D. SUBRECIPIENT shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

7. PERSONALLY IDENTIFIABLE INFORMATION (PII)

1. 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 of such activities are authorized by law. As used in this Section 13 and Attachment II, PII shall refer solely to PII collected by SUBRECIPIENT in its performance of services under this Agreement.

2. 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 express approval in writing by COUNTY. SUBRECIPIENT shall not duplicate, disseminate, or disclose PII except as allowed in this Agreement.

3. SUBRECIPIENT agrees to the PII Privacy and Security Standards attached hereto and incorporated herein as Attachment II. When applicable, SUBRECIPIENT shall incorporate the relevant provisions of Attachment II into each subcontract or sub-award to subcontractors.

8. HOLD HARMLESS/INDEMNIFICATION

A. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of

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

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

C. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

9. 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 retentions 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.

10. 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.

11. 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.

12. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of 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.

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

13. INDEPENDENT CONTRACTOR

The SUBRECIPIENT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, health benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT's employees from the compensation payable to SUBRECIPIENT under this Agreement. There shall be no employer-employee relationship between the parties and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

14. PROFESSIONAL LIABILITY

SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's 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 claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SUBRECIPIENT shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from 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 as long as the law allows.

15. USE BY POLITICAL ENTITIES

The 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 the SUBRECIPIENT; and COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

16. 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.

17. NO DEBARMENT OR SUSPENSION

A. SUBRECIPIENT is not eligible to receive grant funds if SUBRECIPIENT is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

B. 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.

18. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes, and all other matters applicable and/or related to the ESG Program, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, and the Project, including but not limited to the provisions of 42 USC 11371 – 42 USC 11378, 24 CFR Part 576, 2 CFR Part 200, and 25 CCR Section 8400 et seq. as shall be amended from time to time. In addition, SUBRECIPIENT shall comply with all applicable provisions of Standard Agreement No. 20-ESGCV1-0009 including as set forth in Schedule B, Section B.1, and any applicable COUNTY policies and procedures, including but not limited to:

a. County of Riverside Continuum of Care Written Standards: https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CoC%20Written%20Standards%20amended%2081720%20S%26E%20FINAL.pdf

b. County of Riverside Continuum of Care Board of Governance Charter: https://rivcohws.org/sites/g/files/aldnop131/files/2023-05/CoC%20Governance%20Charter%20-%20Adopted%2004.26.2023.pdf

c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter: https://rivcohhpws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf

In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

24. INSPECTIONS

A. The COUNTY shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with HCD.

B. HCD shall have the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with HCD.

C. SUBRECIPIENT shall correct all work that is determined based on such inspections not to conform to the applicable requirements and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

25. CORE COMPONENTS OF HOUSING FIRST
SUBRECIPIENT shall ensure that any housing-related activities funded with ESG-CV2 funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).

26. 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).

27. CHILD SUPPORT COMPLIANCE ACT
A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).

C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall

constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

28. DRUG FREE WORKPLACE CERTIFICATION

By signing this Agreement, SUBRECIPIENT, and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).

(2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
   a. The dangers of drug abuse in the workplace;
   b. SUBRECIPIENT's policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation, and employee assistance programs; and,
   d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

(3) Provide as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
   a. Will receive a copy of SUBRECIPIENT'S drug-free policy statement; and,
   b. Will agree to abide by terms of SUBREECIPIENT'S condition of employment or Subcontract.

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 record from the State of California Department of Justice (DOJ). A signed certification of such criminal record 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 certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, the cooperative agreement, and the extension, 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 the underlying 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 all contracts or subcontracts entered into in connection with this Agreement and that all SUBRECIPIENT's subcontractors 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 in the notice a copy of the adverse action. 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 and HCD. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

B. SUBRECIPIENT shall not propose to enter into any subcontract with any subcontractor who:

(1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

(2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;

(3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or

(4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

33. SUPPLANTATION

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

34. ASSIGNMENT

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

35. FORCE MAJEURE

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

36. GOVERNING LAW

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

37. DISPUTES

A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of

COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. SUBRECIPIENT shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

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

38. ADMINISTRATIVE/CONTRACT LIAISON

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

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

SUBRECIPIENT shall complete the "Assurance of Compliance with Riverside County Housing and Workforce Solutions Non-Discrimination in State and Federally Assisted Programs," attached as Attachment I. SUBRECIPIENT shall sign and date Attachment I 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 clients 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:

Program Manager
Riverside County Housing and Workforce Solutions
3403 Tenth 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 Participant in both languages.

40. NOTICES

All notices, Invoices, financial documents, 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 St. Ste. 300
Riverside, CA 92501

SUBRECIPIENT:
Riverside University Health System- Behavioral Health
P.O Box 7549
Riverside, CA 92513

41. 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.

42. 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.

43. MODIFICATION OF TERMS

This Agreement may be modified 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.

[Signatures on the next page]

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

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
FORM COPY - DO NOT SIGN	FORM COPY - DO NOT SIGN
Printed Name of Person Signing: Matthew Chang, MD	Printed Name of Person Signing: Heidi Marshall
Title: Director of Behavioral Health	Title: Director of Housing and Workforce Solutions
Date Signed:	Date Signed:

Approval as to Form
County Counsel

By: _____
Paula S. Salcido
Deputy County Counsel

Date: 07/15/2025

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

a. SUBRECIPIENT shall be reimbursed by COUNTY, for an amount not to exceed $4,657,800.20 said funds shall be spent according to the Budget shown below.

Street Outreach **03/04/2020 – 09/30/2023**	Direct Staff Costs	$658,990.34
	Other Direct Costs	$128,462.94
	Indirect Costs	$73,221.15
Street Outreach (CES) **03/04/2020 – 09/30/2023**	Direct Cost (Coordinated Entry System)	$469,195.96
Emergency Shelter **03/04/2020 – 09/30/2023**	Direct Staff Costs	$126,450.00
	Other Direct Costs	$1,285,000.00
	Indirect Costs	$14,050.00
Rapid Rehousing **03/04/2020 – 09/30/2023**	Direct Staff Costs	$470,548.60
	Other Direct Costs	$841,727.82
	Indirect Costs	$52,283.18
HMIS **03/04/2020 – 09/30/2023**	Direct Costs	$8,000.00
HHIP Street Outreach **03/01/2023 – 12/31/2027**	Direct Staff Services	$423,896.31
	Other Direct Costs	$63,584.47
	Indirect Cost	$42,389.61
TOTAL		**$4,657,800.20**

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

b. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.

c. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
   1. Contractor Payment Request, example of which is attached hereto as Attachment II and incorporated herein by this reference;
   2. Time/Activity Report Attachment IV and Performance Monthly Report Attachment IX, an example of Time/Activity Report Attachment IV and Monthly Performance Report Attachment IX of which are attached hereto as Attachment IV and Attachment IX are incorporated herein by this reference; and
   3. The required supporting documentation set forth in Attachment III, Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.

d. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-thru agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the SUBRECIPIENT. In total, this process can take 4-6 weeks.

e. All ESG Program funds shall be expended by the termination date of this Agreement, or by the deadline to expend Program funds as set forth in Standard Agreement No. 20-ESGCV1-0009 between HCD and the County of Riverside, whichever comes first.

f. Disallowed Costs include, but not limited to, any ineligible costs by the program and funder and any costs that can be avoided or minimized under proper management and accounting principles such as late fees and penalty, as determined by HWS and/or any Federal/State funder."

g. All HHIP funds shall be expended by December 31, 2027.

A.2 WITHHELD PAYMENTS

Payments to SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with any provision of this Agreement.

A.3 DISALLOWANCE

If SUBRECIPIENT receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with this Agreement, SUBRECIPIENT shall be required to promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY reimbursement requests for subsequent ESG Program funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to SUBRECIPIENT.

If it is determined that a SUBRECIPIENT falsified any certification, RFP information, financial, or contract report, SUBRECIPIENT shall be required to reimburse the full amount of the ESG Program award to COUNTY, and may be prohibited from any further participation in the ESG Program. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

A.4 FISCAL ACCOUNTABILITY

a. SUBRECIPIENT agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 200.

b. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, SUBRECIPIENT must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

A.5 ADVANCES

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

HWS reserves the right, in its sole discretion, to approve or deny an advance request based on funding availability.

A.6 BUDGET AMENDMENTS

SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the COUNTY. Any budget amendments must be requested by the SUBRECIPIENT in writing.

A.7 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized ESG-CV2 expenditures under this Grant must be submitted to HWS no later than **September 30, 2023** and all final request for reimbursement of authorized HHIP expenditures under this Grant must be submitted to HWS no later than **December 31, 2027**.

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in Standard Agreement No. 20-ESGCV1-00009 and IEHP Agreement HWSCoC-0004868, and SUBRECIPIENT shall cooperate with COUNTY in fulfilling its obligations under Standard Agreement No. 20-ESGCV1-00009 (Attachment VI) from March 04, 2020 through September 30, 2023 and HWSCoC-0004868 IEHP Agreement (Attachment VIII) from March 01, 2023 through December 31, 2027. In addition, SUBRECIPIENT shall:

a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.

b. SUBRECIPENT shall fund (3) full-time street outreach teams to serve Riverside County.

c. Be responsible for meeting the requirements included in Invitation to Bid (ITB) COARC-005 (Attachment V), and LOI-COARC-006 (Attachment VI), Standard Agreement No. 20-ESGCV1-0009 between HCD and COUNTY (Attachment VII) and HWSCoC-0004868 between IEHP and COUNTY (Attachment VIII). ITB-COARC-005, LOI-COARC-006, Standard Agreement No. 20-ESGCV1-0009 between HCD and COUNTY and HWSCoC-0004868 between IEHP and COUNTY are incorporated herein by this reference. In the event any provisions of these documents conflict with each other or this Agreement, the order of precedence shall be as follows: (1) Standard Agreement No. 20-ESGCV1-0009 between HCD and COUNTY from March 04, 2020 through September 30, 2023, (2) HWSCoC-0004868 IEHP Agreement March 1, 2023 through December 31, 2027, (3) this Agreement, (4) ITB-COARC-005, and (5) LOI-COARC-006.

d. Ensure that all ESG Program participants comply with the regulations applicable to the ESG Program as set forth in 24 CFR Part 58, and 24 CFR Part 576. Additionally, nonprofit organizations funded by the ESG Program shall comply with the requirements of 24 CFR Part 84 as though they were sub recipients pursuant to 24 CFR Part 84. Also, units of general local government funded by the ESG Program shall comply with the requirements of 24 CFR Part 85. In the event that any federal or state laws or regulations, including without limitation regulations by the Department of Housing and Urban Development (“HUD”) add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, SUBRECIPIENT shall comply with such requirements, as amended.

e. Participate in and accept its Participant referrals from the CoC CES. The CES is a part of the Riverside County CoC’s cohesive and integrated housing crisis response system with 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. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.

f. Agree to participate in the HMIS.

    1. 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 in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.

3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583

4. 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://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc

B.2 REPORTING

SUBRECIPIENT shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement 20-ESGCV1-00009

B.3 ESG-CV RAPID REHOUSING OUTCOMES 03/04/2020 – 09/30/2023

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the benchmarks on Table A and B, no changes shall be made to the following tables without first obtaining written approval from HWS.

Table A

# of households served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families, Supervisorial District at intake, and Supervisorial District where housed)*	80 Households
# of people served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families, Supervisorial District at intake, and Supervisorial District where housed))*	80 Persons
# of households to achieve housing placement	64 Households
# of persons to achieve housing placement	64 Persons
Percentage of persons exiting back into Homelessness	No more than 20%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	80%
Percentage of eligible and willing person to maintain or increase income/employment	80%

Table B

Supervisorial District	Percentage to be Served
1	35%
2	8%
3	17%
4	40%
5	0%

B.4 PROJECT DETAIL

Project Component Type:	Service
Funding Costs for:	Rapid Rehousing
Population Focus:	Homeless

B.5 RAPID REHOUSING SERVICES
SUBRECIPIENT shall:

a. Provide Rapid Rehousing services to a minimum of 80 households that are Category 1 - Literally Homeless as specified in 24 CFR 576.104 in Riverside County, to assist them with quickly regaining stability in permanent housing after experiencing a housing crisis or homelessness.

   This project must adhere to the Housing First Model to establish short-term (up to 3 months) or medium-term (up to 6 – 24 months, not to exceed beyond 06/30/2022) of rental assistance throughout Riverside County primarily in Riverside County's Supervisorial Districts 1,2,3 & 4. Rapid Rehousing activities must meet all HUD requirements specified in 24 CFR 576.104.

b. Provide Housing Relocation and Stabilization Services and financial assistance. The total period for which any program participants may receive supportive services after rental assistance stops shall not exceed 12 months during any three-year period. Services include:
   1. Rental application fees
   2. Standard utility deposits
   3. Housing search and placement activities
   4. Housing stability
   5. Tenant-based rental assistance
   6. Landlord Incentive: can be any combination of the of the below activities but cannot exceed three times the rental amount of the unit.
      - Signing bonuses equal to up to 2 months of rent;
      - **Security deposits** equal to up to 3 months of rent;
      - Costs to repair damages;
      - Cleaning or maintenance of unit and/or appliances

        Example –security deposit equal to 1 month of rent and signing bonus equal to 2 months' rent

B.6 ELIGIBILITY
SUBRECIPIENT will document that all program participants who receive rapid re-housing assistance meet the eligibility criteria of paragraph (1) of the "homeless" definition or who meet the criteria under paragraph (4) of the "homeless" definition **and** live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition of 24 CFR § 576.2.

B.7 RE-EVALUATIONS
SUBRECIPIENTS will re-evaluate program participants' eligibility and the types and amounts of assistance the program participant needs not less than once annually for program participants receiving rapid re-housing assistance. The re-evaluation must be completed within the 30 days directly before or after the participant's annual program anniversary date.

SUBRECIPIENTS must document that each re-evaluation of eligibility established that the program participant:

a. Did not have an annual income that exceeds 30% AMI as established by HUD *and*
b. Lacked sufficient resources and support networks necessary to retain housing without ESG assistance.

If a program participant is found to be ineligible for continued assistance, they must be exited from the program.

B.8 ANNUAL INCOME

SUBRECIPIENTS will use 24 CFR 5.609 to determine annual income. For each program participant who receives rapid re-housing assistance longer than one year the following documentation of annual income must be maintained:

1) Income evaluation form containing the minimum requirements specified by HUD and completed by the ; and
2) Source documents for the assets held by the program participant and income received overthe most recent period for which representative data is available before the date of the evaluation (*e.g.,* wage statement, unemployment compensation statement, public benefits statement, bank statement);
3) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.,* employer, government benefits administrator) or the written certification by the SUBRECIPIENT's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
4) To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

B.9 HOUSING STABILITY CASE MANAGEMENT

SUBRECIPIENTS may use ESG funds for 30 days during the period the program participant is seeking permanent housing to assist a program participant in overcoming immediate barriers to obtaining housing; and 24 months during the period the program participant is living in permanent housing to facilitate housing stability not to exceed to go beyond June 30, 2022. Eligible activities are:

a. Using the centralized or coordinated assessment system as required to evaluate individuals and families applying for or receiving rapid re-housing assistance;
b. Conducting the initial evaluation required, including verifying and documenting eligibility, for individuals and families applying for rapid re-housing assistance;
c. Counseling;
d. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
e. Monitoring and evaluating program participant progress;
f. Providing information and referrals to other providers;
g. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
h. Conducting re-evaluations.

B.10 SUPPORTIVE SERVICES

The program will build on self-sufficiency and assist clients with service plans to determine and link them to all eligible resources. All clients will have access to an array of supportive services, which includes but is not limited to:

1. Temporary housing/emergency shelter
2. 2-1-1 hotline for social services
3. Social Security benefits
4. Cal-Works and other income security programs
5. Cal-Fresh assistance
6. Low Income Energy Assistance Programs
7. Affordable housing information
8. Employment assistance and job training programs
9. Health care and mental health services
10. Services for victims of domestic violence
11. Veteran Services
12. Legal Services and credit counseling
13. High School Diploma completion or GED test preparation

B.11 USE WITH OTHER SUBSIDIES

Rapid rehousing funds will not be used with other housing subsidies, per the guideline for the ESG funding restrictions. If an applicant is receiving a different subsidy, they will be ineligible for this project. If a participant is enrolled in SUBRECIPIENT's Rapid Rehousing Program, they will be ineligible to receive other subsidies.

B.12 LIMITATION ON MAXIMUM RENT LEVELS

Rent levels must be within HUD and ESG Guidelines for an appropriate rent level for the type and size of housing rental property.

B.13 COORDINATED ENTRY

The SUBRECIPIENT must participate in and accept participant referrals from the Continuum of Care and ensure the screening, assessment and referral of program participants are consistent with the written standards established and all policies and guidelines required by the Coordinated Entry System lead agency.

B.14 FILE CHECKLIST

The basis of all determinations (eligibility, assistance needed, assistance provided, rent reasonableness, etc.) must be supported by the evidence documented in the case file. SUBRECIPIENTS will maintain a participant file that will include but is not limited to the following documents:

1. Initial Evaluation
2. Proof of eligibility-Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
3. Program Intake Documents including:
    a. HMIS Release of Information
    b. Notice of Privacy Practices
    c. Participant grievance
    d. Participate consent form
    e. Release of Information if applicable
    f. Other SUBRECIPIENT documentation
4. Case Plan that showed the program and program participant developed a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as:
    a. The program participant's current or expected income and expenses
    b. Other public or private assistance for which the program participant will be eligible and likely to receive; and
    c. The relative affordability or available housing in the area

5. Lease agreement between the Owner and program participant
6. Rental assistance agreement between the owner and the SUBRECIPIENT
7. FMR calculations (requirement waived with ESG-CV2 funding)
8. Rent Reasonableness
9. Lead Paint Inspection
10. Minimum Habitability Standards
11. Case notes that reflect the program participant met with a case manager at least once per month to assist the participant in ensuring long-term housing stability.
12. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, security deposit, rental assistance, and utility payments made on behalf of the program participant, and copies of documentation of payments made to owners for rental assistance provided, and supporting documentation for these payments, including dates of occupancy by program participants in the participant file.
13. Referrals made by the program for participant to obtain mainstream and other resources as needed.
14. Program Discharge/Exit paperwork

B.15 ESG-CV EMERGENCY SHELTER OUTCOMES 03/04/2020 – 09/30/2023

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the benchmarks on Table A and B. No changes shall be made to the following tables without first obtaining written approval from HWS.

Table A

# of households served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	100 Households
# of people served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	100 Persons
# of households to achieve housing stability	80 Households
# of persons to achieve housing stability	80 Persons
Percentage of persons exiting back into Homelessness	No more than 20%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	80%
Percentage of eligible and willing person to maintain or increase income/employment	80%

B.16 PROJECT DETAIL

Table B

Project Component Type:	Service
Funding Costs for:	Emergency Shelter
Population Focus:	Homeless

SUBRECIPIENT will:

a) Provide a temporary shelter for the general unsheltered population. SUBRECIPIENT will not require occupants to sign leases or occupancy agreements.

b) Embrace a Housing First approach, offer immediate and low-barrier access to anyone facing a housing crisis. Shelter stays, when deemed necessary, should be limited to the shortest time possible to help participants regain permanent housing.

c) Provide a safe, secure, and clean place to stay for those who cannot be diverted from the homeless system of care. SUBRECIPIENT is to provide a short-term placement while permanent or more long-term housing options are obtained, and shelter provide support with accessing housing resources in the community.

B.17 Diversion

Diversion is a strategy that helps people experiencing a housing crisis to identify and access safe alternatives to an emergency shelter quickly. Emergency shelter staff should work to resolve problems through natural supports and progressive engagement of “lighter touch” solutions before providing a more intensive response through the shelter system or any other homeless service. Diversion includes services such as: creative problem-solving conversations; connecting with community resources and family supports; housing search and placement to help individuals and families resolve their immediate housing crisis.

SUBRECIPIENTS should engage in diversion strategies to reduce new entries into homelessness, cut down on shelter wait lists, reduce demand for limited shelter beds, and to target more intensive homelessness interventions to those with higher needs.

B.18 Universal Assessment

If an individual or family cannot be diverted from the homeless system of care, emergency shelter workers will coordinate with Coordinated Entry so the individual or family can complete the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT). The Coordinated Entry System utilizes the VI-SPDAT, TAY VI-SPDAT, and Family VI-SPDAT for determination of housing needs and vulnerability prioritization. These are taken into consideration with other factors to determine housing and services prioritization.

B.19 Eligibility

SUBRECIPIENTS must determine that individuals and families meet one or more of HUD’s Criteria for Defining Homelessness and assess their vulnerability to ensure that only those individuals or families that have the greatest need for emergency shelter assistance receive ESG-funded assistance. SUBRECIPIENTS will document that all program participants who receive Emergency Shelter assistance meet the eligibility criteria of paragraph (1), (2), or (4) of the "homeless" definition in § 576.2.

Paragraph (1) of the homeless definition:

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or a place not meant for human habitation

immediately before entering that institution;

Paragraph (2) of the homeless definition:
An individual or family who will imminently lose their primary nighttime residence, provided that:
1. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
2. No subsequent residence has been identified; and
3. The individual or family lacks the resources or support networks, *e.g.,* family, friends, faith-based or other social networks, needed to obtain other permanent housing;

Paragraph (4) of the homeless definition:
Any individual or family who:
1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
2. Has no other residence; and
3. Lacks the resources or support networks, *e.g.,* family, friends, faith-based or other social networks, to obtain other permanent housing.

B.20 Essential Services

ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, and operating emergency shelters. ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:

1. Case management: The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:
   a. Using the centralized or coordinated assessment system as required under;
   b. Conducting the initial evaluation, including verifying and documenting eligibility;
   c. Counseling;
   d. Developing, securing, and coordinating services;
   e. Obtaining Federal, State, and local benefits;
   f. Monitoring and evaluating program participant progress;
   g. Providing information and referrals to other providers;
   h. Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
   i. Developing an individualized housing and service plan, including planning a path to permanent housing stability.

2. Child care: The costs of child care for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13 unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

3. Education services: When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible, including:
   a. Instruction or training in consumer education,
   b. Health education,
   c. Substance abuse prevention,

d. Literacy, English as a Second Language, and General Educational Development (GED).
e. Screening, assessment and testing;
f. Individual or group instruction;
g. Tutoring;
h. Provision of books, supplies and instructional material;
i. Counseling; and
j. Referral to community resources.

4. Employment assistance and job training: The costs of employment assistance and job training programs including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential.
   a. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost.
   b. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
   c. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

5. Outpatient Health Services: Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of:
   a. assessing a program participant's health problems and developing a treatment plan;
   b. assisting program participants to understand their health needs;
   c. providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services;
   d. providing medication and follow-up services;
   e. Providing preventive and non-cosmetic dental care.

6. Legal Services: Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the state in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community. Eligible subject matters are:
   a. Child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.
   b. Component services or activities may include participant intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.
   c. Eligible Costs: Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible.
   d. Ineligible Costs include: Legal services for immigration and citizenship matters, issues relating to mortgages, and retainer fee arrangements and contingency fee arrangements.

e. If the SUBRECIPIENT is a legal services provider and performs the services itself, the eligible costs are the SUBRECIPIENT's employees' salaries and other costs necessary to perform the services.

7. Life Skills Training: The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are:
    a. Budgeting resources,
    b. Managing money,
    c. Managing a household,
    d. Resolving conflict,
    e. Shopping for food and needed items,
    f. Improving nutrition,
    g. Using public transportation,
    h. Parenting.

8. Mental Health Services: Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions. ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management. Eligible treatment consists of:
    a. Crisis interventions;
    b. Individual, family, or group therapy sessions;
    c. The prescription of psychotropic medications or explanations about the use and management of medications;
    d. Combinations of therapeutic approaches to address multiple problems.

9. Substance Abuse Treatment Services: Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community. Eligible treatment consists of:
    a. Participant intake and assessment,
    b. Outpatient treatment for up to 30 days
    c. Group and individual counseling and drug testing are eligible costs
    d. Ineligible costs include: Inpatient detoxification and other inpatient drug or alcohol treatment

10. Transportation: Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, child care, or other eligible essential services facilities. These costs include the following:
    a. The cost of a program participant's travel on public transportation;
    b. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
    c. The cost of purchasing or leasing a vehicle for the recipient or SUBRECIPIENT in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle;
    d. The travel costs of recipient or SUBRECIPIENT staff to accompany or assist program participants to use public transportation.

11. Services for Special Populations: Funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

B.21 Operations

Eligible costs are:

1. the costs of maintenance (including minor or routine repairs),
2. rent,
3. security,
4. fuel,
5. equipment,
6. insurance,
7. utilities,
8. food,
9. furnishings,
10. Supplies necessary for the operation of the emergency shelter.
11. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

Ineligible operating or maintenance costs include:

1. Staff salaries (including fringe benefits) paid under the operating costs category are limited to 10 percent of the grant.
    a. Maintenance and security salary costs are not subject to the 10 percent standard.
2. Recruitment or on-going training of staff
3. Depreciation
4. Costs associated with the organization rather than the supportive housing project (advertisements, pamphlets about organization, surveys, etc.)
5. Staff training, entertainment, conferences, or retreats
6. Public relations or fund raising
7. Bad debts/late fees
8. Mortgage payments

B.22 Violence Against Women Act (VAWA)

The following requirements apply to emergency shelters:

a. No individual or family may be denied admission to or removed from the emergency shelter on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.
b. The terms "affiliated individual," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in 24 CFR 5.2003.

B.23 Prohibition against involuntary family separation: The age and gender of a child under age 18 cannot be used as a basis for denying any family's admission to emergency shelter. All shelters funded with federally-originated dollars must adhere to this rule.

B.24 Safety and Security: SUBRECIPIENTS should have policies and procedures in place which address providing a safe environment for emergency shelter staff and participants. Policies and procedures may vary depending on the location and population being served.

B.25 Minimum Period of Use: Where the SUBRECIPIENT uses ESG funds solely for essential services or shelter operations, the subrecipient must provide services or shelter to homeless

individuals and families at least for the period during which the ESG funds are provided. The SUBRECIPIENT does not need to limit these services or shelter to a particular site or structure, so long as the site or structure serves the same type of persons originally served with the assistance(e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence)or serves homeless persons in the same area where the SUBRECIPIENT originally provided the services or shelter.

B.26 Length of Stay: ESG SUBRECIPIENTS must also reassess emergency shelter participants on an ongoing basis, to determine the earliest possible time that a participant can be discharged to permanent housing. Program participants can remain in the emergency shelter for up to 6 months. SUBRECIPIENTS will discharge participants when they have reached the end of the stay. SUBRECIPIENTS will coordinate with Coordinated Entry to determine whether there are other options for housing available. Every effort should be made to prevent discharging participants to the street or other unsheltered location.

B.27 HMIS
https://files.hudexchange.info/resources/documents/ESG-Program-HMIS-Manual.pdf

All Emergency Shelter programs are required to enter participants in to HMIS at first contact per the ESG and CoC Interim Rule (24 CFR 576 and 578). This helps to ensure coordination between service providers through the Coordinated Entry System (CES) while avoiding duplication of services and participant data and provides an opportunity to document homelessness.
Projects funded under ESG where the SUBRECIPIENT is a victim services provider may not enter client-level data into an HMIS; instead, they must use a comparable database to collect client-level data over time and generate unduplicated aggregate reports based on that data.

Emergency Shelter workflow in HMIS:
1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Annual Assessment (if applicable)
5. HUD Exit Assessment/Program Dismissal

B.28 File Checklist
The basis of all determinations (eligibility, assistance needed, assistance provided, etc.) must be supported by the evidence documented in the case file. Minimum Documentation should include but is not limited to:
1. Proof of eligibility -Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
2. Program Intake Documents including:
    a. HMIS Release of Information,
    b. Notice of Privacy Practices,
    c. Participant grievance,
    d. Participant consent form,
    e. Release of Information if applicable,
    f. Other SUBRECIPIENT documentation
3. Identification – if participant does not have ID it should not prevent them from entering the shelter. The case plan may focus on assisting participants with obtaining their ID since it will be needed for housing, employment, benefits, etc.
4. Assessment
5. Case plans – should be focused on housing and addressing barriers to housing.
6. Case notes – should be focused on tasks related to participant plan and participant obtaining housing.

7. Any back-up documentation for services provided to participant. For example, if a participant was provided a bus pass to travel to employment, a copy of that bus pass should be in the participant file.
8. Copies of any documentation provided to the participant. For example, if a participant is given a warning letter for behavioral issues, a copy of that letter should be in the participant file.
9. Participant grievance, if applicable
10. Discharge/Termination forms used by agency

B.29 ESG-CV STREET OUTREACH 03/04/2020 – 09/30/2023
SUBRECIPIENT shall collect and report anticipated performance measures for meeting the benchmarks on Table A and B. No changes shall be made to the following tables without first obtaining written approval from HWS.

Table A

# of households served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	720 Households
# of people served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	720 Persons
# of households connected with any kind of housing and/or services *(Note: Report should include breakdown of # of households connected to each type of housing and services.)*	576 Households
# of persons connected with any kind of housing and/or services (*Note: Report should include breakdown of # of persons connected to each type of housing and services.)*	576
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	N/A
Percentage of eligible and willing person to maintain or increase income/employment	N/A

Table B

Supervisorial District	Percentage to be Served
1	20%
2	40%
3	0
4	20%
5	20%

B.30 PROJECT DETAIL

Project Component Type:	Service
Funding Costs for:	Street Outreach
Population Focus:	Homeless

B.31 STREET OUTREACH SERVICES
SUBRECIPIENT shall:

a. Will target the general unsheltered homeless throughout Riverside County primarily in Riverside County's Supervisorial
Districts 1, 2, 4 & 5. The term "Unsheltered homeless people" means an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

b. SUBRECIPIENT must determine an individual or family's vulnerability and willingness or ability to access emergency shelter, housing, or an appropriate health facility, prior to providing essential services under this component to ensure that ESG funding is used to assist those with the greatest need for street outreach assistance.

c. Street Outreach workers should be focused on working with the unsheltered population who are NOT connected with other services such as day centers and emergency shelters, as these persons have the ability to access services and case management from these providers. Street Outreach work is unique with the ability to reach those who cannot or will not reach services on their own.

d. As a condition of the award of Street Outreach funding, SUBRECIPIENT will be required to co-facilitate and participate in a regional Street Outreach Collaborative that will include other Street Outreach Teams that will meet regularly to coordinate outreach and case conference. As a recipient of Continuum of Care Street Outreach funding, SUBRECIPIENT may, on an as needed basis, be required to participate in outreach responses and cover evenings and weekends on an on-call rotational basis

B.32 DIVERSION

Diversion is a strategy that helps people experiencing a housing crisis to identify and access safe alternatives to an emergency shelter quickly. Street outreach workers should work to resolve problems through natural supports and progressive engagement of "lighter touch" solutions before providing a more intensive response through the shelter system or any other homeless service. Diversion includes services such as: creative problem-solving conversations; connecting with community resources and family supports; housing search and placement to help individuals and families resolve their immediate housing crisis.

B.33 UNIVERSAL ASSESSMENT

If an individual or family cannot be diverted from the homeless system of care, street outreach workers will complete the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT). The Coordinated Entry System utilizes the VI-SPDAT, TAY VI-SPDAT, and Family VI-SPDAT for determination of housing needs and vulnerability prioritization. The VI-SPDAT is a brief survey that can be conducted to quickly determine whether a client has high, moderate, or low acuity and vulnerability. These are taken into consideration with other factors to determine housing and services prioritization.

B.34 ELIGIBLE COSTS

Eligible costs for Street Outreach services include providing essential services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services consist of engagement, case management, emergency health and mental health services, and transportation. Specific requirements and eligible costs include:

1. Engagement: The costs of activities to locate, identify, and build relationships with unsheltered homeless people including:
   a. Initial assessment of needs and eligibility (VI-SPDAT)

b. Providing crisis counseling
c. Actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs
d. Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries
e. Cell phone costs for outreach workers during the performance of street outreach activities
f. Salaries of staff conducting engagement work

2. Case Management: The costs of assessing housing or service needs, arranging, coordinating, monitoring the delivery of individualized services including:
    a. Using Riverside County Coordinated Entry system
    b. Initial evaluation including verifying and documenting eligibility
    c. Counseling
    d. Obtaining Federal, state, and local benefits
    e. Monitoring and evaluating participant progress
    f. Providing information and referrals to other providers
    g. Developing an individualized housing and service plan, including planning a path to permanent housing stability
    i. Salaries of staff conducting case management
    ii. Salaries of staff conducting case management

3. Emergency Health Services: The costs of outpatient treatment of medical conditions provided by licensed medical professionals operating in community-based settings (e.g. streets, parks, and campgrounds) to those *eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility*. Eligible treatment consists of:
    a. Assessing participant's health problems and developing a treatment plans
    b. Assisting participants to understand their health needs
    c. Providing or helping participants to obtain appropriate emergency medical treatment
    d. Providing medication and follow-up services.

4. Emergency Mental Health Services: The costs of outpatient treatment of urgent mental health conditions by licensed mental health professionals in community-based settings (e.g. streets, parks, and campgrounds) to those *eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility*, including:
    a. Crisis interventions
    b. The prescription of psychotropic medications
    c. Explanation about the use and management of medications
    d. Combinations of therapeutic approaches to address multiple problems

5. Transportation– The costs of travel by outreach workers, social workers, medical professionals, or other service providers during the provision of services eligible street outreach services, including:
    a. The costs of transporting unsheltered people to emergency shelters or other service facilities
    b. The cost of a participant's travel on public transit
    c. Mileage allowance for service workers to visit program participants
    d. Purchasing or leasing a vehicle for staff use in conducting outreach

activities, including the cost of gas, insurance, taxes and maintenance for the vehicle

e. Costs of staff to accompany or assist participants to use public transportation

6. Services Special Populations: The costs of otherwise eligible Street Outreach services that have been tailored to address the needs of the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless, including:
    a. Engagement
    b. Case Management
    c. Emergency Health Services
    d. Emergency Mental Health Services
    e. Transportation
    f. Housing Assistance

B.35 HMIS

Street Outreach subrecipients are required to enter participants into HMIS at first contact per the ESG and CoC Interim Rule (24 CFR 576 and 578). This helps to ensure coordination between service providers through the Coordinated Entry System (CES) while avoiding duplication of services and participant data and provides an opportunity to document homelessness.

Street Outreach requirements in HMIS:

1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Outreach and Services Engagement (Taken just once per enrollment)
5. Outreach and Services Contact (Taken at each contact with client)
6. HUD Exit Assessment/Program Dismissal

B.36 File Checklist

The basis of all determinations (eligibility, assistance needed, assistance provided, etc.) must be supported by the evidence documented in the case file. Minimum Documentation should include but is not limited to:

1. Proof of eligibility - Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
2. Program Intake Documents such as:
    a. HMIS Release of Information,
    b. Notice of Privacy Practices,
    c. Participant grievance,
    d. Participant consent form,
    e. Participant identification, if applicable
    f. Release(s) of Information if applicable.
3. Case Plan that shows the street outreach worker and program participant developed a plan to assist the program participant to enter permanent housing or sheltered services.
4. Case notes that reflect the program participant met with the street outreach worker to work on case plan goals.
5. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, gas voucher, bus pass, DMV receipt, etc.
6. Referrals made by the SUBRECIPIENT to program participant to obtain mainstream

and other resources as needed.

7. Program Discharge/Exit paperwork

B.37 HHIP STREET OUTREACH 03/01/2023 – 12/31/2027

Outcomes (Data Analysis) are separated between outreach engagements, and people housed.

"Engagements" are individuals who have given consent to receive services from outreach staff and have become part of the outreach staff's caseload.

"Housed" is total number of unsheltered homeless people that have been permanently housed.

Unduplicated Engagements	People / Households Housed
150	48

STREET OUTREACH Performance Measurements Outcome Statement Part B:

Outcomes (Data Analysis) Data for HHIP measures are gathered in HMIS. SUBRECIPIENT shall ensure HHIP measure are recorded in HMIS in accordance with the HMIS charter.

HHIP Priority Measure:
2.1 ### of MCP members experiencing homelessness
2.1 **###** of MCP members who received care from a street medicine outreach team
3.3 **###** of MCP members experiencing homelessness who were successfully engaged in ECM
3.4 **###** of MCP members experiencing homelessness receiving at-least one housing related community supports, including: 1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post Hospitalization Housing 6. Day Habilitation Programs
3.5 MCP members who were successfully housed from January 1, 2023-October 31, 2023

B.38 PROJECT DETAIL

Project Component Type:	Service
Funding Costs for:	Street Outreach
Population Focus:	Homeless

B.39 STREET OUTREACH SERVICES

SUBRECIPIENT shall:

Target the general unsheltered homeless people throughout Riverside County. The term "Unsheltered homeless people" means an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping

accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

Fund three (3) full-time street outreach teams to serve in all districts throughout Riverside County.

Focus on working with new engagements they encounter in places not meant for human habitation, who are not yet connected to other agencies providing assistance or case management services. Street outreach should be focused on those who cannot or will not seek services on their own.

In the event of a County declared emergency, natural disaster or event that presents immediate threat to unsheltered homeless people, SUBRECIPIENT will be required to have emergency procedures in place to provide staff coverage for night and weekend street outreach. SUBRECIPIENT will work alongside CoC to identify, respond and provide services to meet the needs of unsheltered individuals during said event and its immediate aftermath.

As a condition of the award of Street Outreach funding, SUBRECIPIENT will be required to enroll all street outreach engagements into a Medi-Cal Managed Care Plan, making client wellness a top priority to the street outreach process. Outreach staff will assist with making wellness exams, assist clients with managing and keeping their appointments, and providing transportation to and from wellness appointments.

Street Outreach staff will assume case management responsibilities for their clients until another entity or agency providing ongoing case management services assumes the role, and a warm hand off has been made. The term “warm hand off” means that a proper introduction has been made between the client(s) and the new service provider, the wellness plan and progress made toward goals have been shared, and all parties understand and consent to the change in service provider. The term “case management” means to assess housing and service needs, arrange, coordinate, and monitor the delivery of individualized services, including:

1. Using the Riverside County Coordinated Entry System.
2. Initial evaluation including verifying and documenting eligibility (e.g., verification of homelessness and/or chronic homelessness).
3. Assist client in obtaining needed documents to be considered “document ready” such as CA identification, social security card, birth certificate, bank statements, letter of homelessness, and all benefit award letters.
4. Developing an individualized “Wellness Plan” that encompasses housing, services, and wellness.
5. Assist and support with mapping out and executing the wellness plan.
6. Counseling or connection to therapeutic supports.
7. Obtaining Federal, state, and local benefits.
8. Monitoring and evaluating participant progress and providing added support in areas of need.
9. Providing information and referrals to other agencies.
10. Collaborating with other providers and agencies to meet client needs.

B.40 ELIGIBILITY

Sub recipient will document that all program participants who receive street outreach services must meet the eligibility criteria of paragraph (1) of the “homeless” definition or who meet the criteria under paragraph (4) of the “homeless” definition **and** live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition of 24 CFR § 576.2.

B.41 DIVERSION

Diversion is a strategy that helps people experiencing a housing crisis to identify and access safe alternatives to an emergency shelter and housing services quickly. Outreach staff should be able to execute various forms of diversion techniques to the appropriate situations. Diversion includes services such as: creative problem-solving conversations, family reunification support, conflict resolution mediation, housing search and placement, and obtaining transport to home of residence (bus ticket home).

A. If an individual or family cannot be diverted from the homeless system of care, street outreach workers will complete an assessment using the tool approved by the Coordinated Entry System (CES).

B.42 ASSESSMENT

SUBRECIPIENT must determine an individual's vulnerability and willingness or ability to independently access services such as emergency shelter, medical services, and housing, prior to providing street outreach services, to ensure that those with the greatest need are served first.

Street Outreach workers should be focused on working with the unsheltered population who are NOT connected with other services such as day centers and emergency shelters, as these persons have the ability to access services and case management from these providers. Street Outreach work is unique with the ability to reach those who cannot or will not reach services on their own.

B.43 ELIGIBLE COSTS

Eligible costs for Street Outreach services include providing essential services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services consist of contact, engagement, case management, emergency health and mental health services, and transportation. Specific requirements and eligible costs include:

1. Engagement: The costs of activities to locate, identify, and build relationships with unsheltered homeless people including:

2. Salaries for outreach staff/street medicine staff.

3. Emergency Health Services: The costs of outpatient treatment of medical conditions provided by licensed medical professionals operating in community-based settings (e.g., streets, parks).

4. Emergency Mental Health Services: The costs of outpatient treatment of urgent mental health conditions by licensed mental health professionals in community-based settings (e.g., streets, parks).

5. Transportation– The costs of travel by outreach workers, social workers, medical professionals, or other service providers during the provision of services eligible street outreach services.

6. Services Special Populations: The costs of otherwise eligible Street Outreach services that have been tailored to address the needs of the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless

B.44 HMIS

Street Outreach subrecipients are required to enter participants into HMIS at first contact per the CoC Interim Rule (24 CFR 576 and 578). This helps to ensure coordination between service providers through the Coordinated Entry System (CES) while avoiding duplication of services and participant data and provides an opportunity to document homelessness.

Street Outreach requirements in HMIS:

1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Outreach and Services Engagement (Taken just once per enrollment)
5. Outreach and Services Contact (Taken at each contact with client)
6. HUD Exit Assessment/Program Dismissal

B.45 COORDINATED ENTRY SYSTEM (CES)

In addition to direct street engagements, SUBRECIPIENT will accept referrals from the Coordinated Entry System (CES) HomeConnect Hotline which operated as a main entry point for persons experiencing homelessness. CES HomeConnect will utilize the outreach coverage schedule to determine which subrecipient is most appropriate to respond.

SUBRECIPIENT shall assist HomeConnect with system backlog. The Coordinated Entry System has individuals and families who have been awarded a housing connection, but require outreach to provide supportive services, navigation assistance, or case management to obtain housing. Outreach staff will coordinate with CES to obtain referrals that are agency appropriate to assist with housing connection backlog.

B.46 File Checklist

The basis of all determinations (eligibility, assistance needed, assistance provided, etc.) must be supported by the evidence documented in the case file. Minimum Documentation should include but is not limited to:

1. Proof of eligibility - Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
2. Program Intake Documents such as:
    a. HMIS Release of Information,
    b. Notice of Privacy Practices,
    c. Participant grievance,
    d. Participant consent form,
    e. Participant identification, if applicable
    f. Release(s) of Information if applicable.
3. Case Plan that shows the street outreach worker and program participant developed a plan to assist the program participant to enter permanent housing or sheltered services.
4. Case notes that reflect the program participant met with the street outreach worker to work on case plan goals.
5. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, gas voucher, bus pass, DMV receipt, etc.
6. Referrals made by the SUBRECIPIENT to program participant to obtain mainstream and other resources as needed.
7. Program Discharge/Exit paperwork

B.47 SCHEDULING AND PARTICIPATION

SUBRECIPIENT shall co-facilitate and participate in a countywide street outreach collaborative that will include other street outreach teams/street medicine teams. Teams will meet virtually once a week to coordinate outreach efforts. The meeting schedule will be determined and implemented by outreach teams. Outreach teams will co-facilitate in-person outreach meetings monthly to collaborate, support street medicine team(s), refer clients to street medicine services, case conference, and ensure regional coverage. Monthly street outreach meetings will be organized and co-facilitate by the Housing Authority.

SUBRECIPIENT will develop an outreach coverage schedule in coordination with COUNTY. Said schedule will be shared with the street outreach collaborative to ensure street outreach coverage across all districts of the county.
SUBRECIPIENT may, on an as needed basis, be required to participate in outreach responses and events.

SUBRECIPIENT shall complete and submit the Monthly Performance Report by the 10th business day of the following month. (See Attachment VIII)

B.48 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized HHIP expenditures under this Grant must be submitted to HWS no later than 12/31/2027.

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

Riverside University Health System-Behavioral Health
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, 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; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

_____ _____
Date Director

_____
Address of Vendor/Recipient

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

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

From:
Remit to Name
Remit to Address
City State Zip Code

Contract Number

Total amount requested: $ _____ for the period of _____

Select Payment Type(s) Below

☐ Advance Payment $ _____
(if allowed by Contract/Grant)

☐ Actual Payment $ _____
(reimbursement of actual program costs)

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

$0.00

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

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

_____ _____ _____
Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

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

Program Date

Fiscal Date

SUPPORTING DOCUMENTATION

The general rule for supporting documentation is that for any program cost that is to be reimbursed (or used as match), provide the invoice which documents that a cost was incurred, and a receipt, or a copy of a check, a check stub, or copy of bank statement to substantiate the amount paid. Supporting documentation must be ***legible, clear, and organized***. The COUNTY must be able to tie your request to the amounts claimed after each line item on the Claim Form. Costs can only be reimbursed if they have been included in the original Technical Submission/Application.

Documentation for like line items should be clipped together and identified with a summary sheet or label identifying the Line Item Number or the Activity as listed on the Claim Form A spreadsheet itemizing the expenses, or at a minimum, an adding machine tape showing the expenses with a matching amount on the claim form is helpful. The clearer the information is that you provide, the quicker we will be able to process the claim.

The Fiscal Management Reporting Unit reviews each claim for expenses that are:
Allowable Allocable Reasonable

CLAIM DOCUMENTATION REQUIRED BY THE COUNTY

RAPID REHOUSING / EMERGENCY SHELTER
Lease agreement - Must be submitted at time of client entry into the program and each time a lease expires or changes.)
Invoice or documentation of rent amount and due date
Proof of payment (receipt and cancelled check or check stub)
STAFF (Street Outreach, Rapid Rehousing, Emergency Shelter, HMIS & Admin)
ESG Program Individual Staff Breakdown form
Time Sheet
Time and Activity Report
Pay Stub or Payroll Report
EXPENSES (Street Outreach, Rapid Rehousing, Emergency Shelter, HMIS & Admin)
Invoice or receipt that is dated and has a detailed explanation of charges.
Proof of payment (cancelled check or check stub)

HUD EMERGENCY SOLUTION GRANT TIME/ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
RAPID REHOUSING STAFF																																
Case Mgmt																																0.00
Housing																																0.00
Total RRH																																**0.00**
HOMELESS PREVENTION SERVICES STAFF																																
Case Mgmt																																0.00
Housing																																0.00
Total HPS																																**0.00**
ADMIN STAFF																																
Admin																																0.00
Total ADMIN																																**0.00**
Non-Project																																0.00
Total Non-Project																																**0.00**
Vacation																																0.00
Sick																																0.00
Holiday																																0.00
Other Paid Time Off																																0.00
Total Fringe																																**0.00**
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Hours	0.00
Total Fringe Hrs	0.00
Difference	0.00
Actual Hrs - RRH	0.00
Actual Hrs - HPS	0.00
Actual Hrs - ADMIN	0.00
Non-Project Hours	0.00

I certify that this is a true and accurate report of my time and the activities were performed as shown.

Employee Signature **Date**

Supervisor Signature **Date**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT
STD 213A (Rev. 4/2020)
SCO ID:

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
	20-ESGCV1-00009	2	

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

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME
County of Riverside

2. The term of this Agreement is:

START DATE
December 17, 2020

THROUGH END DATE
December 31, 2023

3. The maximum amount of this Agreement after this Amendment is:
$33,066,800.00

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

Exhibits A, B, and D from the original Standard Agreement (Amendment 1) are replaced and superseded by the attached Exhibits A, B, and D in this Amendment. The original Exhibits (Amendment 1) A, B, and D have no further force and effect. This Standard Agreement, including Amendment 2 documents, now encompasses, governs and restricts ESG-CV funding from the ESG-CV NOFA dated June 1, 2020 (Round 1) and the ESG-CV NOFA dated October 2, 2020 (Round 2).

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

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

PRINTED NAME OF PERSON SIGNING	TITLE
Heidi Marshall	Director, HWS

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Heidi Marshall	9/22/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

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

PRINTED NAME OF PERSON SIGNING	TITLE
Rebecca Taylor	Contract Manager, Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	Exempt per; SCM Vol. 14.04.A.3 (DGS memo dated 6/12/1981)

FORM APPROVED COUNTY COUNSEL
BY: _____ 9/14/2022
LISA SANCHEZ DATE

Page 1 of 1

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. **Authority & Purpose**

This Standard Agreement (hereinafter "Agreement") will provide official notification of the reservation of funds under the State of California's administration of the federal CARES Act Emergency Solutions Grants Program Allocation (hereinafter, "ESG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department" or "HCD") pursuant to the provisions of the 2020 Federally enacted CoronavirusAid, Relief, and Economic Security Act, Title XII, Homeless Assistance Grants Section (hereinafter, "CARES Act") and any HUD Notices or waivers including the HUD Mega-Waiver dated April 1, 2020 and HUD Notice CPD-22-06 dated April 18, 2022 and, where not superseded by the CARES Act, pursuant to the provisions of 42 USC 11371 – 42 USC 11378,("Federal Statutes"), 24 CFR Part 576, ("Federal Regulations") all as shall be amended from time to time.

HCD receives federal funds for ESG-CV from the United States Department of Housing and Urban Development (HUD). In accepting this reservation of funds,
Contractor (sometimes referred to herein as "Grantee," "Administrative Entity," "Applicant," or "Continuum of Care") agrees to comply with the terms and conditions of this Agreement, which relates to the ESG-CV Notice of Funding Availability (NOFA) dated June 1, 2020 (Round 1) and the ESG-CV NOFA dated October 2, 2020 (Round 2),, the representations contained in the Contractor's Application for the ESG-CV funding
allocations, and the requirements of the authorities cited above. Any and all changes made to the submitted and awarded Application after this amended Agreement is executed must receive prior written approval from the Department.

2. **Scope of Work**

A. Contractor shall perform the Scope of Work ("Work") required as described in this Agreement and in the Application, which is on file electronically with the Department and which is incorporated herein by reference. Contractor shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibits E and F of this Agreement. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with ESG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

EXHIBIT A

B. Contractor shall perform the Work, only in the areas as identified, and in accordance with the approved ESG-CV Application and as required by Federal ESG requirements at 24 CFR Section 576. Contractor's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the Department. Services shall be provided by the Contractor and the Contractor's funded subrecipients for at least the term of the ESG-CV grant. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibits E and F. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. TheDepartment shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

3. Duplication of Benefits

A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each ESG-CV activity provides assistance only to the extent that the recipient's project's funding need(s) has not been met by another funding source.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary.

Applicants will be required to complete DOB documentation with application. Recipients will be required to continue to report on DOB during the expenditure period for the ESG-CV funds. Applicants will be required to prepare DOB policies and procedures including a policy for funds recapture to be included in written standards.

4. Effective Date and Commencement of Work

This Agreement was effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date"). However, the Standard Agreement is being modified per this Standard Agreement Amendment 1 (STD 213A) which is effective upon the date of the Department's representative's signature on page one of the STD 213A. Per the CARES Act, contractors may request reimbursement for allowable costs incurred to prevent, prepare for, and respond to coronavirus including costs that are incurred, including costs incurred prior to award letter and prior to the date of the enactment of the CARES Act. In addition, no activity funds shall be incurred until any required environmental review process has been completed, if required under 24 CFR 50, except as exempted by the

EXHIBIT A

CARES Act as it relates to temporary emergency shelters. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit A, Paragraph 5.

A. Contractor must obligate all funds within one hundred and twenty (120) days from the date of the award notification letter for each of the two rounds of funding. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the subcontractors are subject to obligate the funds within one hundred and twenty (120) days from the date of the award notification letter received by the general purpose local government.

B. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG-CV funds within one hundred and twenty (120) days from the date the Department made each of the two rounds of grant funding available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a fourteen (14) day written notification.

C. Contractor and its subcontractors agree that the Work shall be completed by the expenditure date specified in Exhibit A, Section 5 and that the Work will be provided for the full term of this Agreement.

5. Term of Agreement and Performance Milestones

A. This Agreement will expire on: December 31, 2023

B. All Program funds for Projects (Street outreach, emergency shelter, rapid re-housing, homelessness prevention) shall be expended by: September 30, 2023

C. All funds for HMIS and Administrative costs shall be expended by: October 31, 2023

D. All Final Funds Requests shall be submitted to the Department by: November 15, 2023

E. Reimbursements will not be made after this Agreement expires.

F. Expenditure Requirements

a. In accordance with HUD's expenditure deadlines included in the CPD-22-06 ESG-CV Notice, Grantee must meet the following expenditure deadlines for ESG-CV funding. Should the Grantee not meet the following expenditure requirements, the Department in its sole and absolute discretion reserves the right to recapture any unspent ESG-CV awarded funds up to the maximum amount listed below. The

EXHIBIT A

Department also reserves the right in its sole and absolute discretion to mandate a corrective action or remediation plan to ensure future timely expenditure of ESG-CV funds. The Contractor is required to meet the following Expenditure Requirement. Failure to meet this Expenditure Requirement will constitute a default on the contract.

Percentage of ESG-CV Award	Expenditure Deadline	Maximum Recapture (as a percentage of total award)
75%	January 31, 2023	The difference between 75% of the total award and the amount drawn in IDIS as of January 31,2023.

6. Scope of Work Revisions and Amendments

A. Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department in writing prior to implementation. If approved, Contract Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:

1) Budget revisions which do not change the total award amount.

7. ESG Program Contract Management

A. Department Contract Manager: For purposes of this Agreement, the ESG Program Contract Manager for the Department is the Program Manager of the ESG Program in the Division of Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the ESG Program Representative at the following address:

Department of Housing and Community Development
Division of Financial Assistance, Federal Programs Branch
Emergency Solutions Grants Program Representative
2020 West El Camino Ave, Suite 200
Sacramento, California 95822
Email: ESG@hcd.ca.gov

B. Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including, but not limited, to:

1) Requests for Funds Forms;

2) Budget Revision Forms;

3) Annual Reports;

4) Submittal of any and all requested supporting documentation;

5) Standard Agreement Revisions (non-material contract changes); and,

6) Standard Agreement Amendments (material contract changes).

C. Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) as identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

8. Capacity to Contract

Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

9. Authority to Execute

Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of said entity.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

Budget Detail: ESG-CV funds shall be used for the activities as detailed in Exhibits E and F of this Agreement, and as described under federal ESG regulations at 24 CFR Part 576, Subpart B –Program Components and Eligible Activities, the CARES Act, Title XII, Homeless Assistance Section, and as subject to any notices and waivers issued including the HUD Mega-Waiver issued April 1, 2020 and HUD Notice CPD-22-06 dated April 18, 2022.

2. Availability of Funds

The Department's provision of funding to Contractor pursuant to this Agreement is contingent on the continued availability of ESG-CV funds and continued federal authorization for ESG-CV activities, as well as the conditions set forth in Exhibit D, Section 3. The Department's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Method of Payment

Payments to Contractor shall be made on a reimbursement basis with the exception that a Contractor may request an operating advance of $5,000.00 or thirty (30) days working capital, whichever is greater. A request for an operating advance must be received by the Department within sixty (60) days of the Effective Date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Contractor must submit, on forms provided by the Department, a duly executed ESG-CV Request for Funds (RFF). The Contractor shall submit all RFFs to the Department, as referenced in Exhibit A, Section 7 via the online eCivis Grants Network portal at least quarterly. The Department shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Contractor shall not receive an operating advance incurred prior to the Effective Date of this Agreement.. Costs incurred prior to the Effective Date of this Agreement may be eligible for reimbursement, pursuant to HUD CPD Notice 20-08, Issued September 2020, Waivers and Alternative Requirements for the Emergency Solutions Grants (ESG) Program Under the CARES Act, Section III. E. 2. and with Departmental approval. Reimbursements will not be made after this Agreement expires.

All requests for disbursement shall include expenditure detail. Contractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Contractor for three (5) years after the Department closes its HUD grant.

NOTE: Record retention is based on *the Department's HUD closing date; NOT five (5) years*

EXHIBIT B

From this Agreement's expiration. The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

Contractor shall not be reimbursed for expenditures incurred after the expiration date of this Agreement, as set forth in Exhibit A, Section 5.

4. Budget Changes

After the Effective Date of this Agreement, no changes shall be made to the program budget, funded homeless service providers, or eligible activities without prior written approval from the Department. Any changes to this Agreement must be made in writing and approved by the Department. The Department, at its sole discretion, may make any budget changes deemed necessary to ensure compliance with ESG-CV requirements. The proposed change/s must be consistent with 24 CFR 576.

Contractor agrees to notify the Department in writing of any line item changes to the budget needed for the Department to update the federal Integrated Disbursement and Information System (IDIS).

5. Ineligible Costs

A. ESG-CV funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 CFR 576. The Department reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with ESG-CV funds made available by this Agreement. If Contractor or its funded subrecipients use ESG-CV funds for the costs of ineligible activities, Contractor shall be required to reimburse these funds to the Department immediately. Further, Contractor shall be prohibited from applying to the Department for subsequent ESG funds until the Department is fully reimbursed.

B. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be immediately reimbursed to the Department or its designee, by the Contractor. Expenditures for work, not described in Exhibit A or Paragraph 1 above, shall be deemed authorized only if the performance of such work is approved in writing by the Department prior to the commencement of such work.

C. The Department, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.

6. Indirect Costs

Contractor and/or subcontractors will allow their providers to seek reimbursement for indirect costs. The applicant must:

EXHIBIT B

A. Comply with all OMB requirements and standards including 2 CFR 200.403, 200.415, and Part 200 Appendix 4;

B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414; and,

C. Maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CFR § 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

EXHIBIT D

ESG PROGRAM TERMS AND CONDITIONS

1. Definitions

A. In addition to the definitions found in 42 U.S.C. section 11371 (section 411), 24 C.F.R. section 576.3, and HUD CPD Notice-20-08 issued September 1, 2020 the following definitions shall apply to this subchapter

1) "Action Plan" means the annual plan required by HUD pursuant to 24 CFR Part 91 governing the distribution and use of ESG funds allocated by HUD to states and local governments.

2) "Administrative activities" is defined at 24 CFR 576.108.

3) "Administrative Entity" means a Unit of general-purpose local government approved by the Department.

4) "Application" means Grantee's ESG-CV application in response to the ESG-CV NOFA dated June 1, 2020 (Round 1) as evidenced by Exhibit E of this Agreement and Grantee's ESG-CV application in response to the ESG-CV NOFA dated October 2, 2020 (Round 2) as evidenced by Exhibit F of this Agreement.

5) "At Risk of Homelessness" as defined in HUD CPD Notice-20-08 issued September 1, 2020

6) "CARES Act" refers to the 2020 Federally issued Coronavirus Aid, Relief, and Economic Security Act, Title XII, Department of Housing and Urban Development, Community Planning and Development, Homeless Assistance Grants Section

7) "City" is defined at 42 U.S.C. section 5302(a)(5).

8) "Continuum of Care" is defined at 24 CFR 576.2.

9) "Continuum of Care Service Area" means the entire geographic area within the boundaries of an Eligible Continuum of Care.

10) "Coordinated Entry" means the system of program access, needs assessment and prioritization developed by a Continuum of Care pursuant to 24 CFR 576.400 (d), and associated HUD requirements and guidance. This term is also known as "Coordinated Entry System", "Coordinated Assessment" or "Centralized Assessment".

11) "Core Practices" means the practices and protocols of delivering ESG Eligible activities as specified in the CARES Act.

EXHIBIT D

12) "Department" means the California Department of Housing and Community Development.

13) "ESG" is the acronym for the Emergency Solutions Grants program.

14) "ESG-CV" as defined in HUD CPD Notice-20-08 issued September 1, 2020

15) "Eligible Activities" mean those activities upon which ESG-CV funds may be expended as described in the CARES Act and as defined under 24 CFR 576, Subpart B. Additionally, Eligible Activities may include or be limited by the State ESG Regulations, as applicable.

16) "Eligible Continuum of Care" means a Continuum of Care in the State that has within its Service Area at least one Nonentitlement Area.

17) "Eligible Organization" means a Private Nonprofit Organization or a Unit of General-Purpose Local Government that provides, or contracts with Private Nonprofit Organizations to provide Eligible Activities.

18) "Emergency shelter" is defined under 24 CFR 576.2 and the CARES Act.

19) "ESG Entitlement" means a Unit of General Purpose Local Government that meets one of the following:

    a. is a Metropolitan City or Urban County as defined under 42 USC 5302 that receives an allocation of ESG funds directly from HUD;

    b. is in a Nonentitlement Area that has entered into an agreement with an Urban County to participate in that locality's ESG program, or

    c. is a Metropolitan City or Urban County that have entered into a joint agreement with one another to receive and administer a combined direct allocation of ESG funds from HUD.

20) "ESG Entitlement Area" or "Entitlement Area" means the geography within an ESG Entitlement's boundaries.

21) "ESG Nonentitlement" means a Unit of General-Purpose Local Government that does not receive ESG funding directly from HUD and is not participating as an ESG Entitlement.

22) "ESG Nonentitlement Area" means the geography within an ESG Nonentitlement's boundaries.

23) "Governing Board" - for nonprofit applicants this term includes board of directors; for county local government applicants this term includes county board of supervisors; for city local government applicants this term includes city council.

EXHIBIT D

24) "HMIS" means Homeless Management Information System as defined under 24 CFR 576.2. Use of the term "HMIS" within these regulations shall also include use of a comparable database, as permitted by HUD under 24 CFR Part 576.

25) "Homeless" is defined at 24 CFR 576.2.

26) "Homelessness Prevention Activities" means activities or programs described in 24 CFR 576.103.

27) "HUD" means the United States Department of Housing and Urban Development.

28) "NOFA" is the acronym for a "Notice of Funding Availability."

29) "Nonentitlement Area" is defined at 42 U.S.C. 5302.

30) "Operations" means the category of ESG activities that includes shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food and furnishings.

31) "Private nonprofit organization" is defined at 24 CFR 576.2.

32) "Prevent, Prepare for, and Respond to Coronavirus" as defined in HUD CPD Notice-20-08 issued September 1, 2020

33) "Program" shall mean CARES Act funding for the Emergency Solutions Grants Program ("ESG") and is also referred to as "ESG-CV." Per the ESG-CV NOFAs dated June 1, 2020 (Round 1) and October 2, 2020 (Round 2) (and as may be amended by the Department), ESG-CV may be subject to different federal and state rules, laws, andregulations than the Department's prior or future administration of ESG funds.

34) "Rapid Re-Housing" means the activities set forth in 24 CFR 576.104.

35) "Service Area" has the same meaning as the term "Continuum of Care Service Area".

36) "Site" means one or more facilities where the program(s) is being carried out.

37) "Site Control" means the legal right to occupy and use the Site, as evidenced by such things as:

    a. a deed demonstrating ownership in fee title;

    b. a lease demonstrating a leasehold interest in the Site and its improvements for at least the term of the ESG-CV grant,

c. an enforceable option to purchase or lease a site provided that such option will be for at least the term of the ESG-CV grant or

d. For rotating shelter programs, Site Control may include other evidence provided by the applicant granting permission to use the site(s). Such evidence must be approved by the Department in writing prior to the deadline for submission of the ESG-CV applications stated in the applicable NOFA.

38) "Standard Agreement" means the contract entered into by the Department and the ESG-CV Recipient (also known as Contractor) setting forth the basic terms and conditions governing the awards of ESG-CV funds, as such contract may be amended by the parties from time to time.

39) "Subrecipient of the Administrative Entity" means an entity that enters into a written agreement with the Administrative Entity to implement Eligible Activities with ESG-CV funds.

40) "Temporary Emergency Shelter" as defined in HUD CPD Notice-20-08 issued September 1, 2020

41) "Unit of General Purpose Local Government" is defined at 24 CFR section 576.2 and HUD CPD Notice-20-08 issued September 1, 2020

42) "Written Standards" means the standards, policies, and procedures adopted by a Continuum of Care for providing ESG-CV Eligible Activities pursuant to the requirements of 24 CFR 576.400 (e).

Note: Authority cited: Section 50406(n), Health and Safety Code. Reference: 42 U.S.C. 5302, 42 U.S.C. 11302, 42 U.S.C. 11371, 42 U.S.C. 11373, 24 C.F.R. 576.3 and 24 C.F.R. 576.400.

2. Eligible Activities

ESG-CV funds awarded to the Contractor shall be used for the Eligible Activities set forth in Exhibits B and D, as permitted under the CARES Act, and the federal ESG regulations at 24 CFR Part 576. The following additional provisions or requirements shall apply:

A. For Rapid Rehousing (RR) and Homelessness Prevention (HP) activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the Department prior to the award of funds for these activities and is approved by the Department:

1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,

2) Evidence that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.

B. Pursuant to OMB requirements, Contractor may permit homeless service providers receiving ESG-CV funds to charge an indirect cost allocation to their grant. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG-CV activity unless a higher limit for the indirect cost allocation has been approved by the applicable federal agency pursuant to OMB requirements. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity.

C. Grantee shall receive approximately five percent (5%) of its ESG-CV Round 1 grant allocation and approximately three percent (3%) of its ESG-CV Round 2 grant allocation for the payment of administrative costs.

D. Rental assistance payments provided as part of an RR or HP activity under 24 CFR Part 576.106 typically cannot exceed HUD's Fair Market Rent (FMR) as provided under 24 CFR Part 888, except as provided in the HUD Waiver issued April 1, 2020 and HUD CPD Notice-20-08 issued September 1, 2020 and must comply with HUD's standard for rent reasonableness as established under 24 CFR Part 982.507. Contact your HCD representative in the Federal Programs Branch for further assistance.

E. All provisions of the CARES Act shall apply including, but not limited to the following:

1) The maximum allocation spending cap on Emergency Shelter activities of sixty percent (60%) of the aggregate amount of assistance provided for the contractor established pursuant to section 415(b) of the McKinney-Vento Homeless Assistance Act (42 U.S.C 11374) ***shall not apply*** to amounts provided under the CARES Act.

2) ESG-CV funding amounts provided under the CARES Act may be used to provide temporary emergency shelters (through leasing of existing property temporary structures, or other means) to prevent, prepare for and respond to Coronavirus, and that such temporary emergency shelters shall not be subject to the minimum periods of use as required by section 416(c)(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11357(c)(1)). Federal habitability and environmental review standards and requirements shall not apply to the use of such ESG-CV funding amounts for those temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to Coronavirus.

3) ESG-CV funding amounts provided under the CARES Act may be used for training on infectious disease prevention and mitigation and to provide hazard pay, including for time worked prior to the date of enactment of the CARES Act, for staff working directly to prevent, prepare for, and respond to Coronavirus among persons who are homeless or at risk of homelessness, and that such

activities shall not be considered administrative costs for purposes of the administrative cap.

4) None of the ESG-CV funds provided under the CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter.

3. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03)

A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid Program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this contract in any manner.

C. The parties mutually agree that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reduction in funds.

D. The Department has the option to invalidate the contract under the thirty (30)- day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Sufficiency of Funds and Termination

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

B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays, which would occur if the Agreement were executed after the determination was made.

C. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions,

or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.

E. The Department has the option to terminate this Agreement under the thirty (30) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

5. Transfers

Contractor may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the Department and a formal amendment to this Agreement to affect such subcontract or novation.

6. Contractors and Subcontractors

A. Contractor, or its subcontractors, shall not enter into any Agreement, written or oral, with any contractor without the prior written determination by the Department of the Contractor's eligibility. A Contractor or subcontractor is not eligible to receive grant funds if the Contractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

B. The Agreement between the Contractor and any subcontractor shall require the Contractor and its subcontractors, if any, to:

1) Perform the Work in accordance with Federal, State and local housing and building codes, as applicable.

2) Comply with the labor standards described in this Exhibit, Section 20, as applicable. In addition to the requirements of this Exhibit, all contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.

3) Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 14.

4) Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.

5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured

or damaged by the Contractor or any subcontractor in performing the Work or any part of it.

6) Agree to include all the terms of this Agreement in each subcontract.

C. The Department reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds $25,000.00.

7. Core Practices

A. All ESG-CV funded activities shall operate in a manner consistent with the requirements of the CARES Act, including but not limited to prevention, preparation for and response to Coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by Coronavirus and that none of the funds provided under this CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing or other services.

B. All service providers receiving ESG-CV funds shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.

C. The Contractor will establish and implement to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

D. The Contractor will develop and implement procedures to ensure the confidentiality of the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG-CV program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.

E. If ESG-CV funds are used for shelter operations or essential services related to street outreach or emergency shelter, the Contractor will ensure the subrecipient will provide services or shelter to homeless individuals and families for the period during which the ESG-CV assistance is provided, without regard to a particular site or structure, so long as the Contractor serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.

F. The Contractor will ensure the subrecipients will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision and other services essential for achieving independent living) and other federal, state, local, and private assistance available for such individuals.

G. To the maximum extent practical, the Contractor and its subrecipients, will involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, renovating, maintaining and operating facilities assisted under ESG-CV and in providing services for occupants of facilities assisted by ESG-CV.

8. Shelter and Housing Standards

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C.794) and implementing regulations at 24 CFR part 8, the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100, Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.), and 28 CFR part 35, where applicable.

If Rapid Rehousing or Homeless Prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

9. Inspections

A. Contractor shall inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.

B. The Department reserves the right to inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

C. Contractor agrees to require that all non-conforming Work be corrected and to withhold payments to the subrecipient or subcontractor until such Work is corrected.

10. Monitoring Grant Activities

A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with all ESG-CV requirements. An onsite monitoring visit of homeless service providers shall occur whenever determined necessary by the Contractor, but at least once during the grant period.

B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also

monitor any subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.

C. The Department will monitor the performance of Contractor and funded projects based on the performance measures used by HUD in ESG or the Continuum of Care program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the Continuum of Care allocation, the Department will work collaboratively with the Contractor to develop performance improvement plans which will be incorporated into this Standard Agreement.

D. If it is determined that a Contractor or any of its subrecipients falsified any certification, application information, financial, or contract report, the Contractor shall be required to immediately reimburse the full amount of the ESG-CV award to the Department, and may be prohibited from any further participation in the ESG program. The Department may also impose any other actions permitted under 24 CFR 576.501 (c).

E. As requested by the Department, the Contractor shall submit to the Department all ESG-CV monitoring documentation necessary to ensure that Contractor and its subrecipients are in continued compliance with all ESG-CV requirements. Such documentation requirements and the submission deadline(s) shall be provided by the Department when the information is requested from the Contractor.

11. Compliance with Federal and State Laws and Regulations

A. The Contractor and its subrecipients shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this 2 CFR, Part 200.

B. The Contractor agrees to comply with all federal and state laws and regulations applicable to the ESG-CV Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. The Contractor agrees to comply with all federal and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Contractor, its contractor or subcontractor and the Work. This includes, but is not limited to, complying with all relevant sections of 2 CFR Part 200.

12. Procurement of Goods and Services

Prior to the drawdown of ESG-CV funds for the Contractor's purchase of goods or services, Contractor, shall comply with the Procurement Standards contained in 2 CFR 200. Contractor, when procuring goods with ESG-CV funds, must provide the Department with evidence of compliance with these requirements, as applicable.

13. Procurement of Recovered Materials

EXHIBIT D

Contractor and its subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed $10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. Equal Opportunity Requirements and Responsibilities

A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.

B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

C. **Civil Rights Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.

D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age fifty-five (55) or older.

F. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is fifty-five (55) years of age or older living in at least eighty percent (80%) of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons fifty-five (55) or older.

EXHIBIT D

G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of seventy (70) was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.

M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).

N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.

O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

P. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

15. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3)

The Contractor will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing 24 CFR, Part 135. The responsibilities of the Contractor are outlined in 24 CFR Part 135.32 as follows:

A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

B. Notifying potential subrecipients for Section 3 covered projects of the requirements and incorporating the Section 3 clause set forth in 24 CFR Part Section 135.38 in all solicitations and contracts in excess of $100,000.00.

C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the appendix to this part, as appropriate, to reach the goals set forth in 24 CFR Part Section 135.30. Subrecipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in 24 CFR Part Section 135.30.

D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the subrecipient has notice or knowledge that the Contractor has been found in violation of the regulations in 24 CFR Part 135.

E. Documenting actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.

F. A Contractor which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in 24 CFR Part Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at 24 CFR Part Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

16. Affirmative Outreach

A. Contractor or its subrecipients must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its subrecipients intends to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Contractor or its subrecipients must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

B. Contractor or its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

17. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). Contractor assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, Contractor shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

The Contractor shall supply all available, relevant information necessary for the Department to perform for each property any environmental review as required under 24 CFR Part 50. The Contractor shall also carry out mitigating measures required by the Department or select an

alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

The subrecipient, or any contractor of the subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG-CV or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the subrecipient has received HUD approval of the property, except as permitted related to temporary shelters per the CARES Act, Title XII, Homeless Assistance Grants Section. For all funded applications, the Department will inform the subrecipient any required additional environmental review.

18. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

19. Lead-Based Paint Hazards

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 - 4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

20. Prevailing Wages

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purposes of this requirement "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Contractor and a licensed building contractor, Contractor shall serve as the "awarding body" as defined in the Labor Code. Where the Contractor will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body".

C. The Construction Contract and any amendments thereto shall be subject to the prior written approval of the Department. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a

certificate from the awarding body that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

21. Matching Funds

Per the CARES Act, the amounts provided under the ESG-CV funding shall not be subject to match requirements that otherwise apply to ESG funding.

22. Assurance of Compliance with the "Violence Against Women Reauthorization Act of 2013" (VAWA) (S.47 - 113th Congress (2013-2014)) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home they can feel safe in.

VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD's public housing program and HUD's tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.

During the performance of this Agreement, the Contractor or its subrecipients assure that:

A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.

B. It will implement an "emergency transfer plan", which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.

C. It will provide "protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy."

D. It will implement a "low-barrier certification process" where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

23. Liability Insurance

Unless otherwise approved in writing, Contractor shall have and maintain in full force and effect

during the term(s) of this Agreement liability insurance in an amount of not less than $1,000,000.00 per occurrence with the Department named as an additional insured. Prior to drawdown of funds, Contractor shall provide a valid certificate of insurance to the Department's Program Representative for review and approval.

24. Reporting and Recordkeeping

A. By July 31 of each year, Contractor shall submit an Annual Performance Report to the Department. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data, Minority Owned Business/Women Owned Business (MBE/WBE) data, and Section 3 data, if applicable.

B. Contractor shall submit, within thirty (30) days after the end of the State-designated reporting period, in a manner and format approved by the Department, a Request for Funds (RFF) and Detailed Expense Report (DER). Compliance reports shall be submitted as specified by the Department. Close-out-of-grant progress reports shall be submitted within sixty (60) days after the end of the reporting period.

C. Contractor shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ESG data elements and complies with HUD Data and Technical Standards). Contractor shall collect all program data elements using the HMIS and comply with all reporting requirements.

D. Contractor shall maintain all fiscal and program records pertaining to the ESG-CV Grant for a period of three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

NOTE: Record retention is based on *the Department's HUD closing date: NOT three (3) years from this Agreement expiration*. The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

E. Contractor shall submit required reports on forms approved by the Department.

25. Audit/Retention and Inspection of Records

A. Contractor agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Principles, per 2 CFR 200.49 Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for five (5) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

EXHIBIT D

NOTE: Record retention is based on *the Department's HUD closing date; NOT tfive (5) years from this Agreement expiration*. The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Agreement.

B. The audit shall be performed by a qualified State, local or independent auditor. Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.

C. Private Nonprofit Organization and Unit of General-Purpose Local Government contractors shall comply with the audit requirements contained in 2 CFR Part 200.

26. Faith-Based Activities

Contractor and its subrecipients shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite. Contractor and its subrecipients listed in Exhibit B shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

27. Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body

Pursuant to 24 CFR 576.404, in addition to the conflict of interest requirements in OMB Circulara 2 CFR Part 200 no person:

A. Who is an employee, agent, consultant, officer or elected as appointed official of the Contractor (or of any designated public agency); and,

B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,

C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR §570.611 (d) and (e).

28. Anti-Lobbying Certification

EXHIBIT D

The Contractor shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and no more than $100,000.00 for such failure.

A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, the cooperative agreement, and the extension, 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 this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

29. Waivers

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

30. Litigation

A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department

EXHIBIT D

31. Sanctions

The Department may impose sanctions, as well as any other remedies available to it under law, on Contractor or its subrecipients, for failure to abide by any State and Federal laws and regulations applicable to the ESG-CV Program. Such sanctions include:

A. Conditioning a future grant on compliance with specific laws of regulations;

B. Directing Contractor or its subrecipients to stop incurring costs under the current grant;

C. Requiring that some or the entire grant amount is remitted to the Department;

D. Reducing or disencumbering some or all of the amount of grant funds Contractor would otherwise be entitled to receive;

E. Electing not to award future grant funds to Contractor, unless and until appropriate actions are taken by the Contractor to ensure compliance; and/or,

F. Taking any other actions permitted pursuant to 24 CFR 576.501.

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HEALTH SERVICES DEPARTMENT

27. DELEGATION OF AUTHORITY TO APPROVE AGREEMENTS AND AMENDMENTS RELATED TO THE HOUSING AND HOMELESSNESS INCENTIVE PROGRAM

Recommended Action:
That the Governing Body of the Inland Empire Health Plan (IEHP) authorize the Chief Executive Officer or his designee to negotiate and, after legal review and approval, sign Agreements and Amendments related to the Housing and Homelessness Incentive Program (HHIP) for an amount not to exceed $95,000,000 in total, for a program period through at least December 31, 2025.

Contact:
Takashi Wada, M.D., Chief Medical Officer

Background:
In accordance with section 9817 of the American Rescue Plan Act of 2021, the California Department of Health Care Services (DHCS) developed a Medi-Cal Home and Community Based Services (HCBS) Spending Plan detailing a series of initiatives that will enhance, expand, and strengthen HCBS in California. The Housing and Homelessness Incentive Program (HHIP) is one of the HCBS Transition Initiatives, which aims to expand and enhance programs that facilitate individuals transitioning to community-based independent living arrangements. HHIP is a voluntary incentive program that enables Medi-Cal managed care health plans (MCPs) to earn incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities.

Effective January 1, 2022, DHCS implemented HHIP. As designed, the incentive program is intended to support delivery and coordination of health and housing services for Members by:

- Rewarding MCPs for developing the necessary capacity and partnerships to connect their Members to needed housing services; and
- Incentivizing MCPs to take an active role in reducing and preventing homelessness.

Minute Order of the IEHP Governing Board	
On motion of Member Hagman, seconded by Member Zorn and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended. Ayes: Anderson, Gutierrez, Hagman, Spiegel, Williams, Zorn Nays: 0 Absent: Rowe Vacancies: 0 Date: March 6, 2023	**ANNETTE M. TAYLOR** **SECRETARY TO THE GOVERNING BOARD** **BY:** **DATED: March 6, 2023**
Minute Order: 23-064	**Agenda Number: 27.** (Policy)

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The incentive program period is expected to be effective from January 1, 2022 to December 31, 2023. The program period is split between two distinct Program Years (PY) with three distinct measurement periods:

- PY 1 (January 1, 2022 to December 31, 2022), and:
- PY 2 (January 1, 2023 to December 31, 2023)

MCP Submission	Measurement Period	MCP Submission Date	Program Year
MCP Local Homelessness Plan (LHP) Submission	January 1, 2022 to April 30, 2022	June 30, 2022	1
MCP LHP Submission Revisions	January 1, 2022 to April 30, 2022	August 12, 2022	1
MCP Investment Plan (IP) Submission	N/A	September 30, 2022	1
MCP Submission 1	May 1, 2022 to December 31, 2022	March 10, 2023	1
MCP Submission 2	January 1, 2023 to October 31, 2023	December 29, 2023	2

Discussion:

Local Homelessness Plan

IEHP (as a required submission component for IEHP to participate in HHIP) submitted one individual Local Homelessness Plan (LHP) for each County and one joint LHP with Molina for each County it serves. To fulfill this requirement, IEHP collaborated with its local Continuums of Care (CoCs), Counties, and Molina to complete the LHPs. The LHPs four components included: 1) Submission of baseline quantitative and qualitative measures, 2) Narrative inclusive of strategies to address housing and service gaps, 3) Landscape analysis of county demographics, needs, and gaps, and 4) Identification of Funding Opportunity Availability within IEHP's service counties.

Investment Plan

IEHP submitted one individual Investment Plan (IP) for each County it serves. Both Riverside and San Bernardino County's Investment Plan each include 11 distinct investment activities. The primary goal of the IP is for IEHP to demonstrate to DHCS a clear plan for achieving measures and targets across the course of the program, in collaboration with local partners, through targeted investments in activities and efforts that align with program measures and goals and support IEHP's performance strategies. IEHP's IP was submitted on September 30, 2022 and subsequently approved by DHCS and thus, the activities detailed in each IP have commenced. Breakdown of costs and further detail on goals and measures can be found in the HHIP Investment Plan documents for each respective county *(see attachments A and B)*.

There are three HHIP measure areas: 1) Partnerships & capacity to support referrals for Services, 2) Infrastructure to coordinate & meet member housing needs, and 3) Delivery of services & member engagement (*see attachments C and D).*

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IEHP's total possible allocation:

Plan	County	PY1	PY2	Total Allocation
Inland Empire HP	Riverside	$ 21,672,559	$ 26,488,683	$ 48,161,242
Inland Empire HP	San Bernardino	$ 21,271,647	$ 25,998,680	$ 47,270,327

IEHP's return on investment will be shown through increased goodwill with the community, and respective county partner agencies as the health plan strives to reach the goal of decreasing homelessness within the dual county service area as well as increasing access to housing for historically marginalized community members or populations. IEHP's success in this initiative will be measured by meeting the incentive program metrics, drawing down funding, improving coordination/ data sharing with partner agencies, and by decreasing homelessness within the dual county service area.

HHIP aligns with the following regulatory requirements:

- APL 22-023: Street Medicine Provider: Definitions and Participation in Managed Care,
- APL 22-007: California Housing and Homelessness Incentive Program
- APL 21-017: Community Supports Requirements

Housing is a cornerstone of health equity and thus increasing access to safe and secure housing for IEHP's impacted populations supports the MCP's Mission, Vision, and Value (MVV) of vibrant health for all members and their families.

IEHP continues to cultivate positive working relationships with our county agency partners, which helps build bridges and close service gaps to further the MCP's goal of whole person care. Additionally, IEHP is working in cooperation with various external partners to increase access to equitable housing for populations that are historically marginalized, including but not limited to: LBGTQ+, Youth, SMI, and SUD populations.

Considering we are working with our partners to expand housing and housing related services (rental assistance, street medicine, etc.) to IEHP's more rural regions in both county service areas, resulting in increased access to services in the areas in which members currently reside.

IEHP key activities/milestones to-date:

#	Milestone	Status
1	Letter of Intent – Completed	Submitted to DHCS 4/4/2022
2	Local Homelessness Plan	Submitted to DHCS 6/30/2022. Approved 10/31/2022
3	Investment Plan – Completed	Submitted to DHCS 9/30/2022
4	Local Homelessness Plan Payment Issued by DHCS (5%)	Received from DHCS 10/31/2022
5	Receive Submission 1 Template	Received Draft Template 11/21/2022

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#	Milestone	Status
6	Investment Plan Payment Issued by DHCS (10%)	Pending Investment Approval/Payment 12/2022
7	Submission 1	Due to DHCS 3/10/2023
8	Submission 1 Payment	Due to IEHP 5/2023
9	Submission 2	Due to DHCS 12/29/2023
10	Submission 2 Payment	Due to IEHP 1st Quarter 2024

Completed
To Be Completed

The cost of the Agreements and Amendments under this Delegation of Authority shall not exceed $95,000,000 effective March 6, 2023, through December 31, 2025.

Fiscal Impact	Financial Review	Procurement Review	Reviewed by Counsel	Director Approval	Chief Approval
None	Roger Mok 02/08/2023	N/A	A. Wang 02/21/23	Matthew Wray 02/08/2023	T. Wada 2/12/2023

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Inland Empire Health Plan

And

County of Riverside
Department of Housing and Workforce Solutions

Housing and Homelessness Incentive Program Agreement

HWSCoC-0004868

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TABLE OF CONTENTS

1. DEFINITIONS 3
2. DESCRIPTION OF SERVICES 5
3. PERIOD OF PERFORMANCE 6
4. COMPENSATION 6
5. CONFIDENTIALITY 6
6. ASSIGNMENT 7
7. COMPLIANCE WITH APPLICABLE LAWS 7
8. NOTICES 7
9. DISPUTES 7
10. MODIFICATION OF TERMS 8
11. TERMINATION 8
12. SIGNED IN COUNTERPARTS 8
13. ELECTRONIC SIGNATURES 8
14. ENTIRE AGREEMENT 8

List of Schedules
Schedule A – Payment Provisions
Schedule B – Scope of Services

List of Attachments
Attachment I – PII Privacy and Security Standards
Attachment II – HIPAA Business Associate Agreement
Attachment III – IEHP 2023 Payment Request Form and listing of required backup documentation
Attachment IV – Data Sharing Agreement
Attachment V – Privacy Data Notice
Attachment VI – HHIP IEHP Investment Plan Workbook

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HWSCoC-0004868

This Agreement for the Housing and Homelessness Incentive Program (herein referred to as "Agreement") is made and entered into this 1st day of March, 2023, by and between Inland Empire Health Plan, a California joint powers authority, ("Health Plan") (herein referred to as "GRANTOR"), 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 Inland Empire Health Plan (IEHP) is participating in the Housing and Homelessness Incentive Program (HHIP) implemented by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan; and,

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 Continuum of Care Program within Riverside County. IEHP has partnered with HWS to provide significant investments in providing supportive services, homeless system enhancement, and additional housing development and assistance for homeless persons in Riverside County; and,

WHEREAS, on November 15, 2022, IEHP announced that it was allocating HHIP Investment Funds, which originate from DHCS, to the COUNTY. The final amount of the award to the COUNTY will be determined upon completion of program deliverables and will not exceed $32,600,000.00; and,

WHEREAS, the COUNTY will be eligible to receive up to the total amount of Investment Funds after this Agreement between both parties is fully executed; and,

WHEREAS, services funded directly through this incentive program will not include the provision of "Room and Board" as defined in the Centers for Medicare & Medicare Services (CMS) State Health Official letter #21-001, and as specified in the CMS conditional approval of the HCBS Spending Plan, which funds HHIP; and,

WHEREAS, the GRANTOR desires to contract with the COUNTY for eligible uses of HHIP funds which include, but are not limited to, one or more of the following: (1) Rapid rehousing; (2) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves; (3) Incentives to landlords, including, but not limited to, security deposits and holding fees); (4) Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing; (5) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system particularly for vulnerable populations including families and homeless youth; (6) Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions; (7) Prevention and shelter diversion to permanent housing; and (8) New navigation centers and emergency shelters based on demonstrated need;

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 HHIP funds.

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B. "Budget Amendment" means any change affecting the overall total investment amount awarded that may or may not affect the scope of work.

C. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total investment amount awarded of this agreement.

D. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.

E. "CES Lead Agency" or "HomeConnect" means the County of Riverside's Coordinated Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through Riverside County's crisis response system.

F. "CoC" refers to the Riverside City & County Continuum of Care.

G. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.

H. "DHCS" refers to the California Department of Health Care Services.

I. "Expended" means all HHIP funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.

J. "GRANTOR" refers Inland Empire Health Plan (IEHP) including its employees, agents, representatives, subcontractors and suppliers. GRANTOR and IEHP are used interchangeably in this Agreement.

K. "HHIP" or "Program" means the Housing and Homelessness Incentive Program established pursuant to Chapter 6 of Part 1 of Division 31 of the Health and Safety Code. HHIP and Program are used interchangeably in this Agreement.

L. "HMIS" refers to the Riverside County Homeless Management Information System.

M. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

N. "Homelessness Prevention" means assistance that includes housing relocation and stabilization services and/or short- and/or medium-term Rental Assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the Homeless definition in 24 CFR 576.2.

O. "Homeless Youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

P. "Investment Funds" means funding that IEHP has allocated to Riverside County under the IEHP HHIP Investment Plan, aimed at aiding/accomplishing the goals and milestones set forth under the HHIP Measure Set. These funds are inclusive of performance incentive

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funding that are earnable through milestone achievement.

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. "Permanent Supportive Housing" means Permanent Housing with no limit on the length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Permanent Supportive Housing includes associated facilities if used to provide services to housing residents.

T. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.

U. "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.

V. "Rental Assistance" means the provision of housing vouchers to provide Homelessness Prevention, transitional or Permanent Housing to eligible persons.

W. "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.

X. "Target Population" means any person who is Homeless as defined in this Agreement.

2. DESCRIPTION OF SERVICES

A. HWS shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.

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

C. HWS affirms that it is fully apprised of all of the work to be performed under this Agreement and HWS agrees it can properly perform this work at the prices stated in Schedule A. HWS is not to perform services or provide products outside of this Agreement. IEHP reserves the right to request reports from County/HWS regarding the progress of HHIP or the expenditure of investment amounts awarded under this Agreement.

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D. Acceptance by IEHP of the HWS' performance under this Agreement does not operate as a release of HWS' responsibility for full compliance with the terms of this Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective March 1, 2023 ("Effective Date") and continues in effect through March 31, 2028, unless terminated earlier. HWS shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. HWS and IEHP agree that all services provided to the Target Population shall be provided through March 31, 2028.

4. COMPENSATION

IEHP shall pay HWS for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. IEHP 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, IEHP shall not be responsible for payment of any of COUNTY's expenses related to this Agreement. One hundred percent (100%) of HHIP funds allocated to HWS, pursuant to this Agreement, shall be Expended by March 31, 2028 ("Expenditure Deadline"). Any HHIP funds paid to HWS, but not Expended pursuant to this Agreement by March 31, 2028 shall be returned to IEHP within five (5) business days. In the event this Agreement is terminated prior to March 31, 2028 any funds paid to HWS, but not Expended prior to the date of termination, shall be returned to IEHP within five (5) business days of the notice of termination.

5. CONFIDENTIALITY

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

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

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

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

HWS shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services

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under this Agreement and agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

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

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

8. NOTICES
All notices, Invoices, financial documents, 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:

Inland Empire Health Plan:

Inland Empire Health Plan
10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730

HWS:

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

9. 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. There will be two phases of Dispute Resolution and they are as follows:
   (a) This phase of dispute resolution will be called "Phase 1 Informal Resolution", and it will be conducted between senior management of the parties using the Agreement and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.

   (b) This phase of dispute resolution will be called "Phase 2 Formal Resolution", and it will be between the Director of HWS and/or designee(s) and the IEHP Director of Health Services Special Initiatives or designee. This incident must be written as a note to file.

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.

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

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

12. 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.

13. ELECTRONIC SIGNATURES
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.

14. ENTIRE AGREEMENT
This Agreement, including any schedules, attachments, or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, proposals, discussions, and communications, whether oral or in writing.

[Signature Pages Follows]

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

Authorized Signature for IEHP:	Authorized Signature for COUNTY:
Printed Name of Person Signing: Jarrod McNaughton	Printed Name of Person Signing: Heidi Marshall
Title: Chief Executive Officer Inland Empire Health Plan	Title: Director Housing and Workforce Solutions
Date Signed:	Date Signed: Jun 28, 2023

FORM APPROVED COUNTY COUNSEL
BY: _____ 6/29/2023
LISA SANCHEZ DATE

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County of Riverside, Department of Housing and Workforce Solutions:

By: _____
Heidi Marshall
Director, Housing and Workforce Solutions

Date: _____

INLAND EMPIRE HEALTH PLAN:

By: Keenan Freeman, CFO for
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer

Date: 6/28/2023

By: _____
Chair, IEHP Governing Board

Date: 6/28/2023

Attest: _____
Secretary, IEHP Governing Board

Date: 6/28/2023

Approved as to Form:

By: _____
Anna W. Wang
Vice President, General Counsel
Inland Empire Health Plan

Date: 6/27/2023

Amendment Template
(IEHP Legal 04-2019)

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HWSCoC-0004868

Schedule A
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT
HHIP funds not to exceed $32,600,000 will be dispersed to the County upon IEHP's receipt, review, and approval of invoices including but not limited to: 1) Specified amounts, 2) Investment Plan Activity, and 3) Corresponding HHIP measure impacted and supporting scope of work.

A.2 INELIGIBLE COSTS
HHIP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and under the eligible uses as identified by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan. The IEHP Investment Plan details the funding activities conforming with eligible activities under HHIP (Attachment VI - HHIP IEHP Investment Plan Workbook).

A.3 EXPENDITURE OF FUNDS
HWS shall Expend one hundred percent (100%) of all funds under this agreement by March 31, 2028 ("Expenditure Deadline") unless approved by IEHP in writing.

A.4 FISCAL ACCOUNTABILITY

a. HWS agrees to manage funds received through IEHP in accordance with sound accounting policies and incur and claim only eligible costs for reimbursement.

b. HWS must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, HWS must develop an accounting procedure manual. Said manual shall be made available to IEHP upon request or during fiscal monitoring visits.

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HWSCoC-0004868

Schedule B
Scope of Services

B.1 SCOPE OF SERVICES

A. Project Description

Housing and Homeless Incentive Plan

HHIP is a voluntary incentive program that will allow health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health. Total Incentive Funds available are $1.288 billion one-time funds. Funding will be available to Managed Care Plans through March 31, 2024. Funds flow from DHCS to Managed Care Plans (MCPs) to: 1. reduce and prevent homelessness; and 2. ensure MCPs develop the necessary capacity and partnerships to connect their members to needed housing services.

Funding can support and facilitate coordination between health plans and other entities. Funds will be awarded to MCPs once metrics are met as prescribed by the HHIP program metrics below:

Priority Area 1: Partnership and Capacity to Support Referrals for Services	Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs	Priority Area 3: Delivery of Services and Member Engagement
1.1 Engagement with CoC, such as, but not limited to: attending CoC meetings, joining the CoC board, subgroup or workgroup, and attending CoC webinars.	**2.1 Connection with street medicine team** that is providing healthcare for individuals who are homeless Priority Measure*	**3.1 Percent of MCP Members screened for homelessness/risk of homelessness**
1.2 Connection and integration with the local homeless Coordinated Entry System Priority Measure*	**2.2 MCP connection with the local Homeless Management Information System (HMIS)** Priority Measure*	**3.2 MCP Members screened for homelessness or risk of homelessness who were discharged from an inpatient setting** or have been to the emergency department for services two or more times in a 4-month period
1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports services or other housing-related services to MCP members experiencing homelessness	**2.3 MCP process for tracking and managing referrals for housing-related Community Supports** offered during the measurement period, including: 1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post-Hospitalization Housing 6. Day Habilitation Programs	**3.3 MCP members experiencing homelessness who were successfully engaged in ECM**
1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services (i.e., interim housing, rental assistance, supportive housing, outreach, prevention/ diversion) with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching Priority Measure*		**3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports,** including: 1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post-Hospitalization Housing 6. Day Habilitation Programs Priority Measure*
1.5 Data sharing agreement with county MHPs and DMC-ODS (if applicable)		**3.5 MCP Members who were successfully housed** Priority Measure*
1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (aligns w/ HHAP-3)		**3.6 MCP Members who remained successfully housed** Priority Measure*
1.7 Lessons learned from development and implementation of Investment Plan (IP)		

Note: Priority Measures* will be weighed heavily by DHCS when reviewing MCP reports to determine funds earned. Measures are either P4P (pay-for-performance) or P4R (pay-for-reporting)

B. Project Detail

The Scope of Work ("Work") for this Agreement are in alignment with the County HHAP-3 Local Action Plan and application template to ensure alignment with the County; and any other applicable laws.

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IEHP has partnered with the County of Riverside Department of Housing and Workforce Solutions to provide significant investments in eleven (11) activities detailed in Attachment VI - HHIP IEHP Investment Plan Workbook.

B.2 HOMELESS MANAGEMENT INFORMATION SYSTEM

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

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.

2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant IEHP access to use the HMIS software for the term of this Agreement.

3. IEHP shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: https://rivcohws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf

4. IEHP must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20(1).pdf

5. IEHP agrees to provide BCSH access to HMIS data collected and entered into the IEHP'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

6. A date use agreement will be established between the County of Riverside and Managed Care Plans (MCPs) that sets out the responsibilities, protocols, and standard before any PPI may be accessed and disclosed from HMIS in a read-only form.

B.3 COORDINATED ENTRY SYSTEM

1. Participation is defined by CES training attendance, complying with Riverside County CES Charter, Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis. https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf

2. IEHP shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Charter, Policies and Procedures which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf

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3. IEHP 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. IEHP agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.

5. IEHP 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. IEHP agrees to provide BCSH access to CES data collected and entered into the IEHP'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

B.4 REPORTING REQUIREMENTS

A. IEHP shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HHPWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to BCSH.

B. Information needed for reporting purposes include but are not limited to the followings. IHEP is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.

1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.

2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.

3. The type of housing assistance provided, broken out by the number of individuals.

4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

5. Number of Instances of Service.

6. Increases in capacity for new and existing programs.

7. The number of unsheltered homeless individuals becoming sheltered.

8. The number of homeless persons entering permanent housing.

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C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):

   1. Chronically Homeless
   2. Homeless veterans
   3. Unaccompanied Homeless Youth
   4. Homeless persons in families with children

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

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

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ATTACHMENT I
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

A. Secure all areas of the Grantor 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 Grantor staff.

D. Require Grantor 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 Grantor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is 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

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

C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.

D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.

F. Patch Management.
   1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
   2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
   3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
   4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. User IDs and Password Controls.
   1. All users must be issued a unique user name for accessing PII.
   2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
   3. Passwords are not to be shared.
   4. Passwords must be at least eight (8) characters.
   5. Passwords must be a non-dictionary word.
   6. Passwords must not be stored in readable format on the computer or server.
   7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
   8. Passwords must be changed if revealed or compromised.
   9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
      a. Upper case letters (A-Z)
      b. Lower case letters (a-z)
      c. Arabic numerals (0-9)
      d. Special characters (!,@,#, etc.)

H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

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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 Grantor 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.

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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 Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor 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.

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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 Grantor 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 Grantor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Grantor 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:

Civil Rights Coordinator
Department of Housing and Workforce Solutions
3403 10th Street Suite 300
Riverside, CA 92501

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HWSCoC-0004868

ATTACHMENT II

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Inland Empire Health Plan. This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of Agreement HWSCoC-0004868 (the "Underlying Agreement") between the County of Riverside ("County") and Inland Empire Health Plan ("Grantor") and shall be effective as of the date the Underlying Agreement is approved by both parties (the "Effective Date").

RECITALS

WHEREAS, County and Grantor entered into the Underlying Agreement pursuant to which the Grantor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Grantor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Grantor or Grantor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Grantor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Grantor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Grantor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

      (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Grantor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

         (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

         (b) The unauthorized person who used the PHI or to whom the disclosure was made;

         (c) Whether the PHI was actually acquired or viewed; and

         (d) The extent to which the risk to the PHI has been mitigated.

      (2) Breach excludes:

         (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

         (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

         (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

   B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

   C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

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D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

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2. **Scope of Use and Disclosure by Grantor of County's PHI and/or ePHI.**

A. Except as otherwise provided in this Addendum, Grantor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Grantor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Grantor may:

(1) Use PHI and/or ePHI if necessary for Grantor's proper management and administration and to carry out its legal responsibilities; and,

(2) Disclose PHI and/or ePHI for the purpose of Grantor's proper management and administration or to carry out its legal responsibilities, only if:

(a) The disclosure is required by law; or,

(b) Grantor obtains reasonable assurances, in writing, from the person to whom Grantor will Hold such PHI disclose such PHI and/or ePHI that the person will:

(i) and/or ePHI in confidence and use or further disclose it only for the purpose for which Grantor disclosed it to the person, or as required by law; and,

(ii) Notify Grantor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

(3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

(4) De-identify all PHI and/or ePHI of County received by Grantor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

A. Grantor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

B. Grantor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

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C. Grantor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

D. Grantor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Grantor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Grantor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

A. County agrees to make its best efforts to notify Grantor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Grantor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

B. County agrees to make its best efforts to promptly notify Grantor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Grantor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

C. County agrees to make its best efforts to promptly notify Grantor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Grantor's use or disclosure of PHI and/or ePHI.

D. County agrees not to request Grantor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Grantor can perform its obligations under this Addendum and/or Underlying Agreement.

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5. **Obligations of Grantor**. In connection with the use or disclosure of PHI and/or ePHI, Grantor agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). Grantor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Grantor shall promptly notify County if Grantor is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to Grantor of a use or disclosure of PHI and/or ePHI by Grantor in violation of this Addendum.

E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Grantor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Grantor agree through contract to the same restrictions and conditions that apply to Grantor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Grantor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Grantor on behalf of County, for purposes of determining, investigating or auditing Grantor's and/or County's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Grantor shall promptly notify County upon Grantor's receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

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L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Grantor is to carry out County's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Grantor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Grantor, and if such steps are unsuccessful, Grantor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Grantor agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Grantor uses or maintains electronic health records. Grantor shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Grantor or Grantor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Grantor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Grantor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

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B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by Grantor 's workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Grantor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to County any security incident of which Grantor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Grantor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Grantor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by v as of the first day on which such breach is known to Grantor or, by exercising reasonable diligence, would have been known to Grantor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Grantor (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Grantor:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Grantor to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

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(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what Grantor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by Grantor, Grantor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Grantor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If Grantor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Grantor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Grantor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Grantor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Grantor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Grantor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Grantor shall maintain documentation sufficient to demonstrate that all notifications were made by Grantor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Grantor 's completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) Grantor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

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(2) Grantor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Grantor detects such incident. Grantor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

A. Grantor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Grantor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Grantor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Grantor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by Grantor, Grantor shall, at their sole cost, have the right to use counsel of their 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 action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Grantor's indemnification to County as set forth herein. Grantor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Grantor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Grantor's expense, for the defense or settlement thereof. Grantor's obligation hereunder shall be satisfied when Grantor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Grantor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Grantor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

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10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Grantor, or created or received by Grantor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

(3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

(1) Upon termination of this Addendum, for any reason, Grantor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Grantor on behalf of County, and, in the event of destruction, Grantor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Grantor. Grantor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that Grantor determines that returning or destroying the PHI and/or ePHI is not feasible, Grantor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Grantor that return or destruction of PHI and/or ePHI is not feasible, Grantor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Grantor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Grantor is required to document or maintain documentation pursuant to the terms of this Addendum, Grantor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

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B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of Grantor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**

(1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.

(2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to County.** All notifications required to be given by Grantor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Grantor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

——————— TO BE COMPLETED BY COUNTY PERSONNEL ONLY———————

County Departmental Officer: _____

County Departmental Officer Title: _____

County Department Address: _____

County Department Fax Number: _____

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ATTACHMENT III
IEHP 2023 Payment Request – Required Backup Documentation

County of Riverside
Housing and Workforce Solutions
Continuum of Care
3403 10th Street, Suite 300
Riverside, CA 92501

INVOICE

INVOICE #: HHIPIEHP-XXX
DATE: XX-XX-202X

TO:
Inland Empire Health Plan
10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730

PAYMENT TO:
County of Riverside Continuum of Care
3403 10th Street, Suite 300
Riverside, CA 92501

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Housing and Homelessness Incentive Program – Grant Payment	$xxx	$xxx
		SUBTOTAL	$xxx
		SALES TAX	0
		SHIPPING & HANDLING	0
		TOTAL DUE	$xxx

Make checks payable to County of Riverside
If you have any questions concerning this invoice, contact:
Brandon Trahan, CGFM - Principal Accountant
(951) 295-2310 - btrahan@rivco.org

THANK YOU FOR YOUR SUPPORT

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REQUIRED DOCUMENTATION FOR INLAND EMPRIE HEALTH PLAN (IEHP) CLAIMS
Revised February 28, 2023

GENERAL GUIDELINES
❖ Claims must be submitted in an organized format.
❖ All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖ Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖ Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖ All claims must be in accordance with the terms and conditions of your contract.
PERSONALLY IDENTIFIABLE INFORMATION (PII)
❖ All PII of program participants **must** be redacted, including:
❖ Name, Date of birth, Social Security Number, Driver's License Number
❖ Instead of the client's name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.
❖ **SIGNED/DATED** Payment Request Form (current version ~~of Form 3106 or~~ Form 2076A, depending on the grant)
❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)

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STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense
▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the **specific** grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted
▪ Proof of payment of the credit card statement (cancelled check or check stub)

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ATTACHMENT IV
HMIS Participating Agency Agreement

COUNTY OF RIVERSIDE CONTINUUM OF CARE
HMIS PARTICIPATING AGENCY AGREEMENT

_____ ("AGENCY") has elected to participate in the County of Riverside Continuum of Care Homeless Management Information System ("HMIS") and therefore is entering into this HMIS Participating Agency Agreement (this "Agreement"). The AGENCY and its personnel are permitted to use HMIS and security services on their computer systems through an Internet connection. The HMIS is a database and case management system that collects and maintains information on the characteristics and service needs of clients. The system collects and stores client –level data, which can be used to generate unduplicated and aggregate reports to determine the use and effectiveness of the services being provided to the homeless and at risk populations.

The Riverside County Housing, Homelessness Prevention and Workforce Solutions (HHPWS) ("HMIS LEAD") is the HUD grantee responsible for administering the HMIS grant. HMIS LEAD is the system host and provides the personnel and administrative support to operate the County of Riverside CoC HMIS. HMIS LEAD is responsible for ordering, installing and maintaining the computer and network system, implementing the software solution, providing secured access for participating agencies, troubleshooting problems, and offering training and on-going technical support.

AGENCY agrees to abide by all laws, and the County of Riverside CoC HMIS Charter pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support HMIS.

In consideration of their mutual undertakings and covenants, the AGENCY and HMIS LEAD agree as follows:

1. **General Understandings:**

   A. Definitions. In this Agreement, the following terms will have the following meanings:

      i. "AGENCY staff" refers to employees, volunteers, contractors, or any other agents of the AGENCY.

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ii. "Breach" shall mean the acquisition, access, use or disclosure of Identifying Information in a manner not permitted as defined in any Federal or State law, including, but not limited to:
   a. The Health Insurance Portability and Accountability Act, 45 CFR section 164.502 ("HIPAA");
   b. The Health Information Technology for Economic and Clinical Health Act, 42 USC 17921;

iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.; "Client" refers to a person receiving services from the AGENCY.

iv. "De-Identifying Information" (also referred to as "non-identifying" information) refers to data that has specific Client demographic information removed, to allow use of the data *without identifying* a specific Client.

v. "Enter" or "entry" refers to the entry of any Client information into the HMIS.

vi. "HMIS" refers to the Homeless Management Information System.

vii. "HMIS staff" refers to the employees, contractors, or agents of HMIS LEAD assigned to administer the HMIS, as well as to analyze, review and report on the data contained in HMIS.

viii. "Identifying Information" (also referred to as "confidential" data or information) refers to information about a Client that can be used to distinguish or trace the Client's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used.

ix. "Information" refers to both De-Identifying Information and Identifying Information.

x. "AGENCY" refers generally to any service provider or organization signing this document that is participating or planning to participate in the HMIS.

xi. "Sharing," or "information sharing" refers to entering information into HMIS, or providing Identifying Information to other agencies, organizations, individuals, or providers that do not participate in the HMIS.

xii. "User" refers to AGENCY employees authorized to have, and having, access to the HMIS.

B. Use and Disclosure. Whenever AGENCY enters information into HMIS, such Identifying Information will be available to the HMIS staff who may use it to: administer HMIS, conduct analysis, coordinate services, and prepare reports to be submitted to others in de-identifying form. AGENCY use and disclosure of HMIS Identifying Information may occur only in accordance with HMIS Policies, Standard Operating Procedures.

C. Access. AGENCY agrees to allow HMIS and its subcontractors access to information provided by the AGENCY in accordance with this Agreement and to carry out its duties with respect to the HMIS, which includes without limitation,

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HMIS administration, testing, problem identification and resolution, management of the HMIS database, and data aggregation and analysis activities, as permitted by applicable state and federal laws and regulations.

2. **Confidentiality:**

A. AGENCY shall not:

i. enter information into the HMIS which it is not authorized to enter, or

ii. share information that AGENCY is not authorized to share.

By entering information into the HMIS, AGENCY represents that it has the authority to enter such information into the HMIS. To the best of AGENCY's knowledge, any information entered into the HMIS does not violate any of the Client's rights, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information.

B. AGENCY agrees to comply with all federal and state regulations regarding the confidentiality of Identifying Information, including, but not limited to:

i. The Health Insurance Portability and Accountability Act, 45 CFR Parts 160, 162 and 164 ("HIPAA");
ii. The Health Information Technology for Economic and Clinical Health Act ("HITECH Act");
iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.;
iv. California Welfare and Institutions Code section 5328 et seq.;
v. California Evidence Code section 1010 et seq.;
vi. Code of Federal Regulations, at 42 CFR Part 2.

C. To the extent that information entered by AGENCY into the HMIS is or becomes subject to additional restrictions, AGENCY will immediately inform HMIS in writing of such restrictions.

3. **Display of Notice:**

i. Pursuant to the notice published by the Department of Housing and Urban Development ("HUD") on July 30, 2004, AGENCY will prominently display at each intake desk (or comparable location) the ***HMIS Notice of Privacy Practices*** approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information. It is AGENCY's responsibility to ensure that each Client understands his or her rights. Additionally, if AGENCY maintains a public webpage, the current

DocuSign Envelope ID: 2E65AAEE-5A45-4399-A75C-75B4F30A9E42

version of the ***HMIS Notice of Privacy Practices*** must be posted on the webpage. The current form of ***HMIS Notice of Privacy Practices***, which may be modified from time to time at HMIS's LEAD's discretion, is attached to and incorporated into this Agreement by reference, and is available from HMIS LEAD or on its website http://HMIS LEAD.co.riverside.ca.us/homeless-programs.

4. **Information Collection, Release and Sharing Consent:**

A. Collection of Identifying Information. AGENCY must collect information by lawful and fair means with the knowledge or consent of the Client. Any Identifying Information collected by the AGENCY must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, Identifying Information should be accurate, complete and timely. . AGENCY must post Mandatory Collection Notice at each intake desk or comparable location. Privacy and Mandatory Collection Notices must be made available in writing at the client's request.

B. Obtaining Client Consent. AGENCY will obtain the informed consent of the Client by having the Client sign the ***Consent*** form.

C. Sharing. Prior to sharing any of a Client's information with an AGENCY or organization outside of the HMIS, except as provided in the ***HMIS Notice of Privacy Practices***, approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information, AGENCY will provide the Client with a copy of its client consent and/or release of information form ("Consent"). Following an explanation regarding the entity or individual that the information will be shared with and how it will be used, the AGENCY will obtain the informed consent of the Client by having the Client sign the ***Consent*** form specific to that other AGENCY or outside organization.

D. Consent Form. AGENCY shall keep all copies of the signed ***Consent*** form for a period of seven (7) years after the Client signed the consent form. Such forms shall be available for inspection and copying by HMIS and/or the U.S. Department of Housing and Urban Development, at any time.

E. Refusal of Services. AGENCY may not refuse or decline services to a Client or potential Client if that person:

i. objects to the entry of its information in the HMIS; or

ii. refuses to share his or her personal information with the AGENCY or cannot remember certain information; however, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

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5. **HMIS Policies and Standard Operating Procedures:**

Notwithstanding any other provision of this Agreement, AGENCY's use of and participation in the HMIS, and the use, disclosure, and submission of data to and from the HMIS shall, at all times, be governed by the ***HMIS Notice of Privacy Practices*** and the ***HMIS Charter***, as revised from time to time, at the sole discretion of HMIS. Such ***HMIS Charter*** is incorporated in this Agreement by reference and is located at http://HMIS.LEAD.co.riverside.ca.us/homeless-programs/management-information-system
In the event of a conflict between this Agreement and the ***HMIS Charter***, the latter shall control.

6. **Sharing HMIS Data:**

AGENCY shall not release any Identifying Information received from the HMIS to any other person or organization without the written informed consent of the Client, unless such disclosure is required by law or in accordance with the ***HMIS Notice of Privacy Practices***.

Basic Client profile data entered into HMIS (with consent), which includes Client demographic data will be shared with all Agencies in the HMIS system in an effort to reduce the event of duplicative Client records and/ or intakes. This includes the following data elements:

- 3.1 Name
- 3.2 Social Security Number
- 3.3 Date of Birth
- 3.4 Race
- 3.5 Ethnicity
- 3.6 Gender
- 3.7 Veteran Status
- 3.15 Relationship to Head of Household

Client's project level data will only be shared with agencies that have signed an ***Inter-Agency Data Sharing Agreement***. This includes the following data elements:

- 3.8 Disabling Condition
- 3.10 Project Start Date
- 3.11 Project Exit Date
- 3.12 Destination
- 3.16 Client Location
- 3.20 Housing Move-in Date
- 3.917 Living Situation
- 4.2 Income and Sources
- 4.3 Non-Cash Benefits
- 4.4 Health Insurance
- 4.5 Physical Disability
- 4.6 Developmental Disability
- 4.7 Chronic Health Condition
- 4.8 HIV/AIDS
- 4.9 Mental Health Problem
- 4.10 Substance Abuse
- 4.11 Domestic Violence
- 4.12 Contact
- 4.13 Date of Engagement
- Enrollment History (Project and Organization name)

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7. **Client Inspection/Correction:**

Upon receipt of a written request from a Client, AGENCY shall allow the Client to inspect and obtain a copy of his or her own information during regular business hours. AGENCY is not required to provide a Client access to information (a) compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding; (b) about another individual; (c) obtained under a promise of confidentiality if disclosure would reveal the source of the information; and (d) which, if disclosed, would be reasonably likely to endanger the life or physical safety of any individual. AGENCY must allow a Client to correct information that is inaccurate or incomplete; provided, however, that prior to correcting such information, AGENCY shall consult with HMIS. Such consultation is necessary to ensure proper coordination between the AGENCY's response and the capabilities of the HMIS system, unless the requested correction is a routine correction of a common data element for which a field exists in HMIS (e.g., date of birth, prior residence, social security number, etc.). AGENCY is not required to remove any information as a result of a correction, but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

8. **Security:**

AGENCY shall maintain the security and confidentiality of information in the HMIS and is responsible for the actions of its employees, contractors, volunteers, or agents and their proper training and supervision. AGENCY agrees to follow the ***HMIS Policies and Standard Operating Procedures*** on security (hereafter "Security Rule"), which by this reference is incorporated herein and which may be modified from time to time at HMIS LEAD's discretion. At its discretion, HMIS LEAD may conduct periodic assessments of AGENCY to monitor its compliance with the Security Rule. The steps AGENCY must take to maintain security and confidentiality include, but are not limited to:

A. Access. AGENCY will permit password-protected access to the HMIS only to authorized AGENCY staff who need information from the HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). AGENCY will limit the access of such staff to only those records that are immediately relevant to their work assignments.

B. User Code of Ethics. Prior to permitting any User to access HMIS, AGENCY will require the User to sign an ***HMIS User Agreement/Code of Ethics*** ("User Code of Ethics"), which is incorporated herein by this reference and which may be amended from time to time at HMIS LEAD's discretion. AGENCY will comply with and enforce the User Code of Ethics and will inform HMIS LEAD immediately in writing of any breaches of the User Code of Ethics.

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i. Any staff, volunteer or other person who has been granted a User ID and password and is found to have committed a breach of system security and/or Client confidentiality will have his/her access to the database revoked immediately.

ii. In the event of a breach of system security or Client confidentiality, the Director of the AGENCY shall notify HMIS LEAD within twenty-four (24) hours. Any AGENCY that is found to have had breaches of system security and/or Client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the AGENCY prevent further breaches.

Probation shall remain in effect until HMIS LEAD has evaluated the AGENCY's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Code of Ethics. Subsequent violations of system security may result in suspension from the HMIS.

C. User Authentication. AGENCY will permit access to HMIS only with use of a User authentication system consisting of a username and a password which the User may not share with others. Written information pertaining to User access (*e.g.*, username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, or include the username, the HMIS vendor's name, the HMIS LEAD name, the AGENCY's name, or consist entirely of any word found in the common dictionary or any of the forenamed words spelled backwards. The use of default passwords on initial entry into the HMIS is allowed so long as the User changes the default password on first use. Individual Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and HMIS LEAD. Passwords and usernames shall not be exchanged electronically without HMIS LEAD's approval.

D. Hard Copies. The AGENCY must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS LEAD, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS LEAD that contains such information must be supervised at all times when it is in a public area. If AGENCY staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other equivalent means with approval by HMIS LEAD. Written information specifically pertaining to User access (*e.g.*, username and password) must not be stored or displayed in any publicly accessible location.

E. Training/Assistance. HMIS LEAD will conduct ongoing basic confidentiality training for all persons with access to the HMIS and will train all persons who may receive

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information produced from the HMIS on the confidentiality of such information. AGENCY will participate in such training as is provided from time to time by HMIS LEAD. Representatives of HMIS LEAD will be reasonably available during HMIS's defined weekday business hours for technical assistance (*e.g.*, troubleshooting and report generation).

9. **Information Entry Standards:**

A. Information entered into HMIS by AGENCY will be truthful, accurate, complete and timely to the best of AGENCY's knowledge.

B. AGENCY will *not* solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

C. AGENCY will only enter information into the HMIS database with respect to individuals which it serves or intends to serve, including through referral.

D. AGENCY will enter information into the HMIS database within seven (7) calendar days of data collection.

E. AGENCY will not alter or over-write information entered by another AGENCY.

HMIS LEAD reserves the right to, in its sole discretion, delete or segregate information entered into the HMIS by an AGENCY, or take any other appropriate measures, to maintain the accuracy and integrity of the HMIS or to avoid compromising the HMIS goal of maintaining unduplicated counts of Clients.

AGENCY is responsible for maintaining timely, accurate and complete data in HMIS and remaining in compliance with federal regulations as well as any outside applicable regulations such as the HIPAA standards.

HMIS LEAD will conduct an annual monitoring site visit to ensure compliance with HUD and Riverside County CoC HMIS requirements. HMIS LEAD will provide utilization reports to participating agencies on a regular basis to include data quality and tracking.10. **Use of the HMIS:**

A. AGENCY will not access Identifying Information for any individual for whom services are neither being sought nor provided by the AGENCY. AGENCY may access Identifying Information of the Clients it serves and may request, in writing addressed to HMIS LEAD's authorized officer shown on the signature page of this Agreement, access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS Participating Agencies.

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B. AGENCY may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.

C. AGENCY and HMIS LEAD will report only non-identifying information in response to requests for information from the HMIS.

D. AGENCY will use the HMIS for its legitimate business purposes only.

E. AGENCY will not use the HMIS to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

F. AGENCY shall not use the HMIS to aggregate data to compare the performance of other Participating Agencies, without the express written consent of HMIS LEAD and each of the Participating Agencies being compared.

G. Notwithstanding any other Section of this Agreement, the parties may use or disclose for any lawful purpose information that: (a) is in the possession of the party prior to the time of the disclosure to the party through the HMIS and was not acquired, directly or indirectly, from the HMIS; or (b) is made available to the party by a third party who has the legal right to do so.

11. **Proprietary Rights of the HMIS:**

A. AGENCY or HMIS LEAD staff shall assign passwords and access codes for all AGENCY Staff that meets other privacy, training and conditions contained within this Agreement.

B. AGENCY or HMIS LEAD staff shall not assign passwords or access codes to any other person not directly connected to or working for their own AGENCY.

C. AGENCY shall be solely responsible for all acts and omissions of its Users, and all other individuals who access the HMIS either through the AGENCY or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the AGENCY or any of the AGENCY's Authorized Users, with respect to the HMIS and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the AGENCY. Each AGENCY shall certify:

i. That its Users have received training regarding the confidentiality of HMIS information under all applicable federal, state, and local laws and agree to protect the Information in compliance with such laws and this Agreement;

ii. That its Users shall only access the HMIS for purposes approved by the AGENCY and that are consistent with this Agreement;

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iii. That its Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual. AGENCY shall ensure that all Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;

iv. That its Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the AGENCY; and

v. That it has restricted access to the HMIS only to the Users that the AGENCY has identified pursuant to this Section.

D. AGENCY shall terminate the rights of a User immediately upon the User's termination from his or her position. In the alternative, AGENCY must immediately notify HMIS LEAD staff of the User's termination to allow HMIS LEAD staff to terminate the User's access rights. The AGENCY is responsible for removing HMIS Users from the system.

E. AGENCY shall be diligent not to cause in any manner or way, corruption of the HMIS, and AGENCY agrees to be responsible for any damage it may cause.

12. **HMIS Administrators Council:**

The County of Riverside Continuum of Care (CoC) delegates oversight and guidance of the HMIS and related activities to the HMIS Administrators Council ("HMIS COUNCIL"). A list of the current members of the HMIS COUNCIL may be obtained from http://HMIS LEAD.co.riverside.ca.us/homeless-programs. The HMIS LEAD staff will consult with the HMIS COUNCIL from time to time regarding issues such as revision to the form of this Agreement. Written AGENCY complaints that are not resolved may be forwarded to the HMIS COUNCIL which will try to reach a voluntary resolution of the complaint.

12. **Insurance**

HMIS Data sharing participating agencies must maintain insurance as provided in subrecipients contract with DPSS.

13. **Limitation of Liability and Indemnification:**

A. Except as provided in this Section, no party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement or its participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or

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liability for the acts of any other person or entity through participation in HMIS except for the acts and omissions of its own employees, volunteers, agents or contractors. The parties specifically agree that this Agreement is for the benefit of the parties only and creates no rights in any third party.

B. AGENCY agrees to indemnify, defend and hold harmless HMIS LEAD, including its directors, officers, employees, representatives, and agents from and against any and all claims and liabilities (including, without limitation, all damages, costs, and expenses, including legal fees and disbursements paid or incurred) arising from the intentional acts or omissions, negligence, or strict liability of AGENCY, its directors, officers, employees, representatives, or agents, or AGENCY's breach of this Agreement, including any breach associated with Identifying information. This Section shall survive the termination of this Agreement.

C. Without limiting any other provision of this Agreement, AGENCY and its Users shall be solely responsible for all decisions and actions taken or not taken involving services, treatment, patient care, utilization management, and quality management for their respective patients and Clients resulting from or in any way related to the use of the HMIS or the Information made available thereby. AGENCY and Users shall have no recourse against, and hereby waive, any claims against HMIS LEAD for any loss, damage, claim or cost relating to or resulting from its own use or misuse of the HMIS.

D. AGENCY acknowledges and agrees that the HMIS is an information management tool only and that it contemplates and requires the involvement of Agencies and Users that are qualified to maintain, collect and enter information into the HMIS. AGENCY further acknowledges and agrees that HMIS LEAD has not represented its services as having the ability to perform any tasks that constitute the practice of medicine or of other professional or academic disciplines. HMIS LEAD shall not be responsible for any errors, misstatements, inaccuracies, or omissions regarding the content of the HMIS, although every effort has been made to ensure its quality and accuracy. AGENCY assumes all risk for selection and use of the content in the HMIS.

E. All data to which access is made through the HMIS originates from Participating Agencies, and not from HMIS LEAD. All such data is subject to change arising from numerous factors, including without limitation, changes to Client information made at the request of the Client, changes in the Client's condition, the passage of time and other factors. HMIS LEAD neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of this Agreement, HMIS LEAD shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by AGENCY, or used by AGENCY, pursuant to this Agreement.

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F. Access to the HMIS and the information obtained by AGENCY pursuant to the use of those services are provided "as is" and "as available." AGENCY is solely responsible for any and all acts or omissions taken or made in reliance on the HMIS or the information in the HMIS, including inaccurate or incomplete information. It is expressly agreed that in no event shall HMIS LEAD be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if HMIS LEAD has been apprised of the possibility or likelihood of such damages occurring. HMIS LEAD disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the HMIS.

14. **Limitation of Liability:**

HMIS LEAD shall not be liable for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

15. **Disclaimer of Warranties:**

HMIS LEAD makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, to any AGENCY or any other person or entity as to the services of the HMIS or as to any other matter.

16. **Additional Terms and Conditions:**

A. AGENCY will abide by such guidelines as are promulgated by HUD and HMIS LEAD from time to time regarding administration of the HMIS.

B. AGENCY and HMIS LEAD intend to abide by applicable State and Federal laws. Should any term of this Agreement be inconsistent with applicable law, or should additional terms be required by applicable law, AGENCY and HMIS LEAD agree to modify the terms of this Agreement so as to comply with applicable law.

C. Neither HMIS LEAD nor AGENCY will transfer or assign any rights or obligations regarding the HMIS without the written consent of the other party.

D. This Agreement will be in force until terminated by either party. Either party may terminate this Agreement with thirty (30) days written notice. Either party may also terminate this Agreement immediately upon a material breach of this Agreement by the other party, including but not limited to a breach of the ***HMIS Charter (Policies and Standard Operating Procedures)*** by AGENCY. Upon termination of this Agreement, AGENCY shall remain liable for (and nothing in this Agreement shall prevent HMIS LEAD from recovering) any fees, costs, or expenses that have been incurred prior to the

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termination of this Agreement. HMIS LEAD and the remaining Participating Agencies will maintain their rights to use all of the information previously entered by AGENCY except to the extent a restriction is imposed by the Client or applicable law.

E. Copies of AGENCY data will be provided to the AGENCY upon termination of this Agreement at the AGENCY's written request to HMIS LEAD made within sixty (60) days after the termination of this Agreement. Information will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to AGENCY within sixty (60) calendar days of receipt of written requests for data copies. HMIS LEAD reserves the right to charge AGENCY's HMIS actual costs for providing such data to AGENCY.

F. Except as otherwise provided, no action taken by either party, or its officers, employees or agents, pursuant to this Agreement, shall be deemed to constitute an action of the other party, or shall be construed to place the parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either party any express or implied power, right or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly provided herein. HMIS LEAD and AGENCY intend and agree that they and their respective agents or employees shall serve as independent contractors and not as employees of the other party, and this Agreement shall not be considered a hiring by either party or a contract of employment.

G. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this Agreement may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the party waiving compliance.

H. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

I. Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other, which consent will not be unreasonably withheld. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

J. Any notice required or permitted to be given under this Agreement shall be conclusively deemed to have been received by a party to this Agreement on the day it is delivered to such party at the address indicated in the signature block below, or at such other address as such party shall specify to the other party in writing, or if sent by registered or certified mail, on the third business day after the date on which it is mailed to such party at said address.

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K. This Agreement sets forth the entire understanding between the parties with respect to the matters contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

L. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without such invalid or unenforceable provisions.

M. The Parties affirm that this Agreement has been entered into in the State of California and will be governed by and construed in accordance with the laws of the State of California, notwithstanding any state's choice of law rules to the contrary. Any action to enforce, challenge or construe the terms or making of this Agreement or to recover for its breach shall be litigated exclusively in a state or federal court located in the State of California.

This Agreement is executed between (AGENCY) and (HMIS LEAD) and upon execution the AGENCY will be given access to the HMIS with the terms herein set forth. This agreement will be signed by the Executive Director at the Participating AGENCY.

Tanya Torno		
HMIS LEAD	SIGNATURE	DATE

AGENCY NAME		

AGENCY CEO/EXECUTIVE DIRECTOR	SIGNATURE	DATE

I have read the AGENCY Agreement and understand that this technology is for HMIS purposes only.

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ATTACHMENT V
Privacy Data Notice

Appendix C: Privacy Notice (Posted Sign)

PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE READ IT CARFULLY.

Effective Date:

Our Duty to Safeguard your Protected Information

_____ **(Agency Name)** collects information about who uses our services. We will ask for your permission to enter the information we collect about you and your family into a computer program called the Continuum of Care for Riverside County HMIS. Although the CoC HMIS helps us keep track of your information, individual and identifiable information about you is considered "Personal Protected Information" (PPI). We are required to protect the privacy of your identifying information and to give you notice about how, when and why we may use or disclose the information you give us.

We are also required to follow the privacy practices described in this Notice, although _____ **(Agency Name) reserves the right to change our privacy practices and the terms of this Notice at any time.** You may request a copy of the notice from any participating CoC **HMIS Collaborative Agency.**

How We May Use and Disclose Your Information

We use and disclose collective information for a variety of reports. We have a limited right to include some of your information for reports on homelessness and services needed by those who are homeless. Information that could be used to tell who you are will never be used for these reports. We will not turn your information over to a national database. We must have your written consent to use or disclose your information unless the law permits or requires us to make the use of or to disclose without your permission. Please review the Client Informed Consent/Release of Information Authorization for details.

Individual Rights Regarding Your Information

- You have the right to receive services even if you choose NOT to participate in the CoC HMIS. However, clients may be refused program entry for not meeting other agency eligibility criteria.
- You have the right to ask for information about who has seen your information.

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You have the right to see your information and change it, if it is not correct.

Riverside County HMIS Lead Agency
Housing, Homelessness Prevention, and Workforce Solutions Department
4060 County Circle Drive, Riverside, CA 92503

MANDATORY COLLECTION NOTICE

We collect personal information directly from you for reasons that are discussed in our privacy statement. We may be required to collect some personal information as mandated by law or as requested from organizations that fund this program. Other personal information we collect is necessary to operate programs, improve services and better understand the needs of homelessness. We collect appropriate information only. A Privacy Notice is available upon request.

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ATTACHMENT VI
HHIP IEHP Investment Plan Workbook

County	Investment Topic #	Gap/Need Addressed	Investment Activity Description	$ Committed	Incentive $
Riverside	1. CoC Support	Enhance partnership between MCP and CoCs	• **$1M** to Riverside CoCs to supplement existing HHAP financial plans and strengthen housing related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications) • **$1.5M** over 3 year- to support the Point-in Time County of Riverside "More Than a Count" Initiative that will strategically place and coordinate transportation, medical screenings, and interim placements for those identified during the day of the count	$2,500,000.00	
Riverside	2. CES Support	Improve connection and integration with local CES	• $500,000 to support Riverside County CES' infrastructure development and enhancement including software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees)	$500,000.00	
Riverside	3. Community Supports Services Enhancement	Provide more medically appropriate and cost-effective housing related services to MCP members who are experiencing homelessness	• **$250,000** to enhance community supports vendors to incentivize landlords • **$500,000** may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services	$750,000.00	

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Riverside	4. CoC collaboration and partnerships	Increase the number of data sharing agreements with counties, COC, and/or organizations that deliver housing services allowing for timely exchange of information and member matching	• **$2M** to support the expansion of contractual arrangements with housing-related service Providers who can provide interim housing, rental assistance, supportive housing, outreach services, and/or prevention/diversion services.	$2,000,000.00	
Riverside	5. DMC-ODS Support and Collaboration	MHP and DMC-ODS do not capture housing status. (they may have their own homeless indicators)	• **$500,000** to Riverside County to improve the sharing of patient information including, member matching and current housing status, integration, coordination of care, and case management with MHPs.	$500,000.00	
Riverside	6. Permanent Supportive Housing	Addressing lack of infrastructure and housing space/beds	• **$10.5** million to support the CoC's development/infrastructure for capital improvement projects that are in progress and/or nearing completion to support and expand the capacity in Riverside County to sustainably house IEHP Members. • Funding will also help support infrastructure costs to support 808 beds and facilitate linkages to healthcare treatment for physical health, mental health, and substance use	$10,500,000.00	

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Riverside	7. Disparities and Equity Services Support	Address disparities and equity in service delivery, housing placements, and housing retention	• **$1M** to support Riverside CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions • **$1M** to address disparities and equity by supporting entities who provide services to the LBGTQ+ and HIV/AIDS population	$2,000,000.00	
Riverside	8. Street Medicine Support	Increase ability to identify and house individuals who are not accounted for in reports, require more urgent services, and dissemination of information	• **$1M** for IEHP to directly contact with a street medicine provider/teams who provide medical care for patients experiencing homelessness using "street medicine" model best practices and create increase encampment response. • **$5.1M** to support the County and CoC to integrate street medicine professionals into supervisorial street medicine teams	$6,100.000.00	
Riverside	9. HMIS Collaboration and Enhancement	HMIS is not being used to its full potential	• **$750,000** to support the expansion of the CoC's No Wrong Door Approach by increasing the number of licenses available to support users across all sectors and forward-facing dashboards to measure project and system performance towards achieving metrics. Additionally, help with resource support to assist Plan/County Member matching efforts	$750,000.00	

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Riverside	10. Community Supports	Increasing community support providers and housing-related care services	• **$2M** to expand the network of Community Support Providers as well as augment housing-related care services to include increased case management services in clinics, behavioral health staffing, respite beds, and substance abuse and/or prevention programs	$2,000,000.00	
Riverside	11. Homeless Shelter Respite Care Center Development	Lack of respite care and shelter beds	• **$5M** over 3 years to directly support capital improvements for the shelter's respite care program. The center will support 10 respite care beds and a total of 60 shelter beds. IEHP will negotiate a percentage of beds be reserved for IEHP Members.	$5,000,000.00	
Totals				$32,600,000.00	
Total Funding Amount				Not to exceed $32,600,000	

HWS HOUSING AND WORKFORCE SOLUTIONS
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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
•

DRAFT SAMPLE

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

and

City of Lake Elsinore

Subrecipient Agreement for the

Housing and Homelessness Incentive Program (HHIP)

Street Outreach

HWSCoC-0000126

HWS HOUSING AND WORKFORCE SOLUTIONS
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TABLE OF CONTENTS

1. DEFINITIONS 4
2. DESCRIPTION OF SERVICES 7
3. PERIOD OF PERFORMANCE 7
4. COMPENSATION 7
5. FUNDING REQUIREMENTS 7
6. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS 8
7. TERMINATION FOR CONVENIENCE 8
8. TERMINATION FOR CAUSE 8
9. REQUEST FOR WAIVER AND WAIVER OF BREACH 9
10. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL 10
11. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST 10
12. RECORDS, INSPECTIONS, AND AUDITS 10
13. CONFIDENTIALITY 11
14. PERSONALLY IDENTIFIABLE INFORMATION 12
15. HOLD HARMLESS/INDEMNIFICATION 12
16. INSURANCE 13
17. WORKERS' COMPENSATION 14
18. VEHICLE LIABILITY 14
19. COMMERCIAL GENERAL LIABILITY 14
20. PROFESSIONAL LIABILITY 15
21. INDEPENDENT CONTRACTOR 15
22. USE BY OTHER POLITICAL ENTITIES 15
23. NO DEBARMENT OR SUSPENSION 15
24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES 16
25. INSPECTIONS 16
26. CORE COMPONENTS OF HOUSING FIRST 16
27. EMPLOYMENT PRACTICES 16
28. CHILD SUPPORT COMPLIANCE ACT 17
29. DRUG FREE WORKPLACE CERTIFICATION 18
30. PERSONNEL 18
31. SUBCONTRACTS 19
32. SUPPLANTATION 19
33. ASSIGNMENT 20
34. FORCE MAJEURE 20
35. GOVERNING LAW 20
36. DISPUTES 20
37. ADMINISTRATIVE/CONTRACT LIAISON 20
38. CIVIL RIGHTS COMPLIANCE 20
39. NOTICES 22
40. SIGNED IN COUNTERPARTS 22
41. ELECTRONIC SIGNATURES 22
42. MODIFICATION OF TERMS 22
43. ENTIRE AGREEMENT 22

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 – Subrecipient Payment Request
Attachment V – HHIP Supporting Documentation Instructions
Attachment VI – HMIS Participating Agency Agreement
Attachment VII – HHIP Time/Activity Report
Attachment VIII – HWSCoC-0004868 Inland Empire Health Plan First Amended and Restated Agreement

This Subrecipient Agreement for the Housing and Homelessness Incentive Program (herein referred to as “Agreement”) is made and entered into by and between City of Lake Elsinore, a California municipal corporation ([“Lake Elsinore”]) (herein referred to as “SUBRECIPIENT”) and the County of Riverside, a political subdivision of the State of California, by and through its Department of Housing and Workforce Solutions (herein referred to as “COUNTY”).

WHEREAS, pursuant to section 9817 of the American Rescue Plan Act of 2021, the California Department of Health Care Services (DHCS) developed a Medi-Cal Home and Community Based Services (HCBS) Spending Plan detailing a series of initiatives that will enhance, expand, and strengthen HCBS in California. The Housing and Homelessness Incentive Program (HHIP) is one of the HCBS Transition Initiatives, which aims to expand and enhance programs that facilitate individuals transitioning to community-based independent living arrangements. HHIP is a voluntary incentive program that enables Medi-Cal managed care health plans (MCPs) to earn incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities; and,

WHEREAS, effective January 1, 2022, DHCS implemented HHIP, an incentive program designed to support delivery and coordination of health and housing services for Members by: (1) rewarding MCPs for developing the necessary capacity and partnerships to connect their Members to needed housing services; and, (2) incentivizing MCPs to take an active role in reducing and preventing homelessness.

WHEREAS, the Department of Housing and Workforce Solutions (HWS) has been designated by the COUNTY to provide coordination and administration of the Continuum of Care Program within Riverside County. Inland Empire Health Plan (IEHP) has partnered with HWS to provide significant investments in providing supportive services, homeless system enhancement, and additional housing development and assistance for homeless persons in Riverside County; and,

WHEREAS, on November 15, 2022, IEHP announced that it was allocating HHIP Investment Funds, which originate from DHCS, to the COUNTY. The final amount of the award to the COUNTY will be determined upon completion of program deliverables and will not exceed $44,600,000.00; and,

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS
   A. “Application” refers to the approved application and its submissions prepared by COUNTY, which is the basis on which HCD approved the grant.

   B. “Budget Amendment” means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.

   C. “Budget Modification” means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.

   D. “CES” means the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.

E. “CES Lead Agency” or “HomeConnect” means the County of Riverside’s Coordinated Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through Riverside County’s crisis response system.

F. “Chronically Homeless” means an individual, or family with a head of household, who is homeless and resides in a place not meant for human habitation, a safe haven, or in an emergency shelter, and has been homeless and residing in such a place continuously for at least 1 year or on at least four separate occasions in the last 3 years, as defined in Section 578.3 of Title 24 of the Code of Federal Regulations (CFR). The statutory definition also requires that the individual or family has a head of household with a diagnosable substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairment resulting from a brain injury, or chronic physical illness or disability.

G. “COUNTY” or “HWS” means the County of Riverside and its Housing and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.

H. “DHCS” refers to the California Department of Health Care Services.

I. “Emergency Shelter” has the same meaning as defined in Health and Safety Code section 50801, subdivision (e).

J. “Expend” or “Expended” means all HHIP funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.

K. “HHIP” or “Program” means the Housing and Homelessness Incentive Program established pursuant to the Medi-Cal Home and Community Based Services (HCBS) Spending Plan detailing a series of initiatives that will enhance, expand, and strengthen HCBS in California. HHIP and Program are used interchangeably in this Agreement.

L. “HMIS” means the Riverside County Homeless Management Information System.

M. “Homeless” has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

N. “Homelessness Prevention” means assistance that includes housing relocation and stabilization services and/or short- and/or medium-term Rental Assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the Homeless definition in 24 CFR 578.3.

O. “Homeless Youth” means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.

P. “Housing First” has the same meaning as in Welfare and Institutions Code section 8255, including all of the core components listed therein.

Q. “Instance(s) of Service” means each encounter with a member of the Target Population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by provider X on Tuesday. The same individual

checks into the same warming center the next night. This counts as two (2) instances of service for this activity.

R. “Investment Funds” means funding that IEHP has allocated to Riverside County under IEHP HHIP Investment Plan, aimed at aiding/accomplishing the goals and milestones set forth under the HHIP Measure Set. These funds are inclusive of performance incentive funding that are earnable through milestone achievement.

S. “Navigation Center” means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

T. “Obligate” or “Obligated” means that the SUBRECIPIENT has placed orders, awarded contracts, received services, or entered into similar transactions that require payment from the HHIP funds allocated to SUBRECIPIENT pursuant to this Agreement.

U. “Participant” refers to individuals who receive services funded by this Agreement.

V. “Permanent Housing” means a structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. Permanent Housing includes Permanent Supportive Housing. “Rental Assistance or Subsidies” means housing vouchers, rapid-rehousing programs, and eviction prevention strategies.

W. “Permanent Supportive Housing” means Permanent Housing with no limit on the length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Permanent Supportive Housing includes associated facilities if used to provide services to housing residents.

X. “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.

Y. “Rental Assistance” means the provision of housing vouchers to provide Homelessness Prevention, transitional or Permanent Housing to eligible persons.

Z. “RFP” means a Riverside County Request for Proposal.

AA. “Subcontract” means 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.

BB. “SUBRECIPIENT” means Lake Elsinore, including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Lake Elsinore are used interchangeably in this Agreement.

CC. “Target Population” means any person who is Homeless as defined in this Agreement.

2. DESCRIPTION OF SERVICES

A. SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.

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

C. SUBRECIPIENT affirms that it is fully apprised of all of the work to be performed under this Agreement and SUBRECIPIENT agrees it can properly perform this work at the prices stated in Schedule A. SUBRECIPIENT is not to perform services or provide products outside of this Agreement.

D. Acceptance by COUNTY of the SUBRECIPIENT’s performance under this Agreement does not operate as a release of SUBRECIPIENT’s responsibility for full compliance with the terms of this Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be July 1, 2025 (“Effective Date”) and continues in effect through December 31, 2027, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population are estimated to be fully performed by December 31, 2027.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, and 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. One hundred percent (100%) of HHIP funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by the Expenditure Deadline set forth in Section A.5 of Schedule A. Any HHIP funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by the Expenditure Deadline or termination of this Agreement, whichever is sooner, shall be returned to COUNTY within five (5) business days.

5. FUNDING REQUIREMENTS

A. In signing this Agreement and thereby accepting the HHIP funds hereunder, SUBRECIPIENT agrees to comply with all terms and conditions of this Agreement and all applicable conditions set forth in the First Amended and Restated Agreement No. HWSCoC-0004868 between COUNTY and IEHP, as a subrecipient/subgrantee of COUNTY. The First Amended and Restated Agreement No. HWSCoC-0004868 between COUNTY and IEHP (“Grant

Agreement") is attached hereto and incorporated herein as Attachment VIII. SUBRECIPIENT also agrees to cooperate with COUNTY and provide necessary information to ensure funding and reporting obligations are met under the Grant Agreements.

B. As a condition of funding, SUBRECIPIENT shall:
   1. Perform the work in accordance with federal, state, and local housing and building codes as applicable.

   2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

   3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by COUNTY, SUBRECIPIENT, or any subcontractor, in performing the work or any part of it.

   4. Agree to include all the terms of this Agreement, including the applicable Grant Agreement(s) in each subcontract.

6. 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 IEHP. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by IEHP. 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.

7. TERMINATION FOR CONVENIENCE

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

B. After receipt of the notice of termination, SUBRECIPIENT shall:
   (1) Stop all work under this Agreement on the date specified in the notice of termination; and

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

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

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

8. TERMINATION FOR CAUSE

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

(1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;

(2) use of, or permitting the use of HHIP funds provided under this Agreement for any ineligible activities;

(3) any failure to comply with the deadlines set forth in this Agreement;

(4) violation of any federal or state laws or regulations; or

(5) withdrawal of IEHP'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 HHIP funds;

(2) Revoke any other existing HHIP award(s) to the SUBRECIPIENT;

(3) Require the return of any unexpended HHIP funds disbursed under this Agreement;

(4) Require repayment of HHIP funds disbursed and Expended under this Agreement;

(5) Require the immediate return to COUNTY of all funds derived from the use of HHIP funds including, but not limited to recaptured funds and returned funds;

(6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHIP requirements; and,

(7) Seek such other remedies as may be available under this Agreement or any law.

C. After receipt of the notice of termination, SUBRECIPIENT shall:
(1) Stop all work under this Agreement on the date specified in the notice of termination; and

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

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

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

9. REQUEST FOR WAIVER AND WAIVER OF BREACH
Waiver of any provision of this Agreement must be in writing and signed by the authorized representatives of the parties. Any waiver by COUNTY of any breach of any one or more of the

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

10. 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 by COUNTY 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.

11. 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 circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.

C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

D. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

12. 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 SUBRECIPIENT 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. 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.

B. SUBRECIPIENT agrees that COUNTY, IEHP, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, IEHP, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, IEHP, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), HHIP program guidance document published on the website, and this Agreement. SUBRECIPIENT further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's own expense, a financial audit prepared by a certified public accountant. HHIP administrative funds may be used to fund this expense.

(1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.

(2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.

(3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.

(4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

13. CONFIDENTIALITY

A. 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; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

B. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement. 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. SUBRECIPIENT shall comply with Welfare and Institutions Code section 10850.

C. 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.

D. SUBRECIPIENT shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

14. 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 hereto and incorporated herein as Attachment II. When applicable, SUBRECIPIENT shall incorporate the relevant provisions of Attachment II into each subcontract or sub-award to subcontractors.

15. HOLD HARMLESS/INDEMNIFICATION

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

B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own 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 action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no

manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.

C. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

16. 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 must declare its insurance self-insured retentions for each coverage required herein. If any such self-insured retentions exceed $500,000 per occurrence each 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, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) 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 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, 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.

17. WORKERS' COMPENSATION

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

18. 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.

19. COMMERCIAL GENERAL LIABILITY

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of 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.

19.1 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.

20. 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 maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's 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 claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SUBRECIPIENT shall purchase at its 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 as long as the law allows.

21. INDEPENDENT CONTRACTOR

The SUBRECIPIENT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, health benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT's employees from the compensation payable to SUBRECIPIENT under this Agreement. There shall be no employer-employee relationship between the parties and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

22. USE BY OTHER POLITICAL ENTITIES

The 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. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the SUBRECIPIENT; COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

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 agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHIP program, the COUNTY, its subcontractors, and all eligible activities. SUBRECIPIENT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the SUBRECIPIENT shall comply with the more restrictive law or regulation.

SUBRECIPIENT shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to the COUNTY and BCSH upon request.

25. INSPECTIONS

A. The COUNTY shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with BCSH.

B. BCSH shall have the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with BCSH.

C. SUBRECIPIENT shall correct all work that is determined based on such inspections not to conform to the applicable requirements and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

26. CORE COMPONENTS OF HOUSING FIRST

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

27. EMPLOYMENT PRACTICES

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

B. During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression,

race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT and its subcontractors shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code § 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. In the provision of benefits, SUBRECIPIENT and its subcontractors 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 and its subcontractors 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).

28. CHILD SUPPORT COMPLIANCE ACT

A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).

C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should

also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

29. DRUG FREE WORKPLACE CERTIFICATION

By signing this Agreement, SUBRECIPIENT, and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).

(2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
   a. The dangers of drug abuse in the workplace;
   b. SUBRECIPIENT's policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation, and employee assistance programs; and,
   d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

(3) Provide as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
   a. Will receive a copy of SUBRECIPIENT'S drug-free policy statement; and,
   b. Will agree to abide by terms of SUBREECIPIENT'S condition of employment or Subcontract.

30. 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 clients. 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 clients. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect client 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 records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to clients, SUBRECIPIENT shall have received criminal background records 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.

31. 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; and

   (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 HHIP funds by the Expenditure Deadline set forth in Section A.5 of Schedule A.

32. SUPPLANTATION

SUBRECIPIENT shall not use HHIP funds under this Agreement to supplant any existing local funds for Housing and Homelessness Incentive Program. 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.

33. ASSIGNMENT

SUBRECIPIENT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY and a formal amendment to this Agreement to affect such delegation or assignment. Any attempt to delegate or assign any interest herein without the prior written consent of COUNTY shall be deemed void and of no force or effect.

34. 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.

35. 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 of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

36. 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.

37. ADMINISTRATIVE/CONTRACT LIAISON

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

38. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

SUBRECIPIENT shall complete the "Assurance of Compliance with Non-Discrimination in State and Federally Assisted Programs," attached as Attachment III. SUBRECIPIENT shall

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. Client 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.

Civil Rights Complaints should be referred to:

HWS HHIP Program Administrator
Riverside County Department of 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 clients 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 client in both languages.

39. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted three (3) business days after their deposit in the United States mail, postage prepaid:

HWS:

For Agreement, Program, Invoices and other financial document issues:
County of Riverside
Department of Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside CA, 92501

SUBRECIPIENT:
City of Lake Elsinore
130 S. Main Steet
Lake Elsinore, CA 92530

40. 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.

41. ELECTRONIC SIGNATURES

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

42. MODIFICATION OF TERMS

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

43. ENTIRE AGREEMENT

This Agreement, including any schedules, attachments, or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and

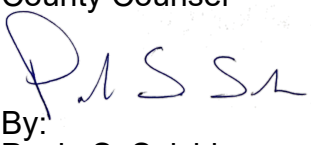
contemporaneous agreements, representations, proposals, discussions, and communications, whether oral or in writing.

[Signatures on following page]

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

Authorized Signature for SUBRECIPIENT: FORM COPY - DO NOT SIGN	Authorized Signature for COUNTY: FORM COPY - DO NOT SIGN
Printed Name of Person Signing: Jason Simpson	Printed Name of Person Signing: Heidi Marshall
Title: City Manager City of Lake Elsinore	Title: Director Housing and Workforce Solutions
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 MAXIMUM REIMBURSABLE AMOUNT
SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed $205,170.00. Said funds shall be spent according to the line item budget below:

HHIP		
BUDGET CATEGORY	**DESCRIPTION OF SERVICES**	**COST**
Direct Staffing Costs	Salaries/benefit costs for four (4) full time employees providing street outreach services to clients, including, but not limited to, Outreach Worker(s), Case Manager(s), Nurse Practitioner(s), and Substance Abuse Counselor(s).	$178,900.00
Other Direct Costs	Other direct costs, including, but not limited to, supplies such as engagement/sanitary kits, and transportation costs for staff	$16,500.00
Indirect Costs	Indirect Costs	$9,770.00
TOTAL		$205,170.00

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

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

a. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation, as set forth in Attachment V, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. SUBRECIPIENT shall also submit the following documents with each approved monthly invoice:
    1) Subrecipient Payment Request FORM 2076A (Attachment IV)
    2) Monthly Performance Report (Attachment I)
    3) HHIP Time/Activity Report (Attachment VII)

b. 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).

c. Except as otherwise set forth in Section A.5 of Schedule A, all completed claims must be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar

month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

A.3 INELIGIBLE COSTS

HHIP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses as identified in section 9817 of the American Rescue Plan Act of 2021.

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

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

2. Expenditures for activities not described above shall be deemed authorized if the activities are consistent with section 9817 of the American Rescue Plan Act of 2021, and such activities are approved in writing by COUNTY and IEHP prior to the expenditure of funds for those activities.

3. IEHP, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HHIP funds.

A.4 ADMINISTRATIVE COSTS

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

A.5 EXPENDITURE OF FUNDS

SUBRECIPIENT shall Expend one hundred percent (100%) of all funds under this Agreement by December 31, 2027 (“Expenditure Deadline”). Unless approved by HWS in writing, all final requests for reimbursement of authorized HHIP expenditures under this Agreement must be submitted to HWS no later than 60 calendar days after the Expenditure Deadline.

A.6 ADVANCES

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

HWS reserves the right, in its sole discretion, to approve or deny an advance request based on funding availability.

A.7 INTEREST-BEARING ACCOUNTS

All proceeds from any interest-bearing account established by the SUBRECIPIENT for the deposit of HHIP funds, along with any interest-bearing accounts opened by the SUBRECIPIENT for the deposit of HHIP funds, must be used for HHIP-eligible activities and reported on as required by IEHP and COUNTY.

A.8 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

SUBRECIPIENT is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the HWS. Any budget amendments must be requested by the SUBRECIPIENT in writing. In the event it is deemed necessary to conduct budget modification, budget amendment and/or any other amendment of this agreement, they are permissible with HWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

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

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

A.9 WITHHELD PAYMENTS

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

A.10 REPROGRAMMING OF HHIP FUNDS

IEHP allows for the COUNTY to reprogram funds under the HHIP Program from one eligible activity and/or jurisdiction to another after the application is approved and funds are disbursed. The COUNTY, and with the approval of IEHP, reserves the right to reprogram funds as needed after awards are announced to ensure funding spending goals and HHIP Program compliance with section 9817 of the American Rescue Plan Act of 2021.

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

A.11 FISCAL ACCOUNTABILITY

a. SUBRECIPIENT agrees to manage funds received through COUNTY in accordance with sound accounting policies and incur and claim only eligible costs for reimbursement.

b. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, SUBRECIPIENT must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

Schedule B
Scope of Services

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in First Amended and Restated Grant Agreement No. HWSCoC-0004868. In addition, SUBRECIPIENT shall:

A. Be responsible for meeting the requirements included and First Amended and Restated Grant Agreement No. HWSCoC-0004868 between IEHP and COUNTY (Attachment VIII). First Amended and Restated Grant Agreement No. HWSCoC-0004868 between IEHP and COUNTY are incorporated herein by this reference. In the event any provisions of these documents conflict with each other or this Agreement, the order of precedence shall be as follows: (1) First Amended and Restated Grant Agreement No. HWSCoC-0004868 between IEHP and COUNTY, and (2) this Agreement.

B. Ensure that all HHIP Program participants comply with the regulations applicable to the HHIP Program as set forth in 24 CFR Part 58, and 24 CFR Part 576. Additionally, nonprofit organizations funded by the HHIP Program shall comply with the requirements of 24 CFR Part 84 as though they were subrecipients pursuant to 24 CFR Part 84. Also, units of general local government funded by the HHIP Program shall comply with the requirements of 24 CFR Part 85. In the event that any federal or state laws or regulations, including without limitation regulations by the Department of Housing and Urban Development ("HUD") add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, SUBRECIPIENT shall comply with such requirements, as amended.

C. Participate in and accept its Participant referrals for the HHIP Program from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with 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. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.

D. Agree to participate in the HMIS.

1. 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 in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.

3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583

4. 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://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/HMIS%20-%20CES%20Account%20Request%20Process.doc

B.2 REPORTING

SUBRECIPIENT shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in First Amended and Restated Grant Agreement HWSCoC-0004868.

B.3 STREET OUTREACH OUTCOMES (DATA and ANALYSIS)

Outcomes (Data Analysis) may require SUBRECIPIENT to create internal mechanism for collecting and reporting HHIP priority metrics with the dates and # of Managed Care Provider members (MCP) served as outlined below:

# of households served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	18 Households
# of people served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	18 of Persons
# of households to achieve housing stability	14 Households
# of persons to achieve housing stability	14 Persons
Percentage of persons exiting back into Homelessness	No more than 20%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	80% -100%
Percentage of eligible and willing person to maintain or increase income/employment	80% - 100%

B.4 PROJECT DETAIL

Project Component Type:	Service
Funding Costs for:	Street Outreach
Population Focus:	Homeless Clients

B.5 STREET OUTREACH SERVICES

SUBRECIPIENT shall:

a. Fund two (2) full-time street outreach teams consisting of two (2) people each to serve the City of Lake Elsinore in District 2.

b. The outreach team will target the general unsheltered homeless people throughout Riverside County. Unsheltered homeless people refers to an individual or family with a primary nighttime residence that I a public place not meant for human habitation, such as cars, parks, abandoned buildings, busses, train stations, airports, or camping grounds.

c. Focus on working with new engagements they encounter in places not meant for human habitation, who are not yet connected to other agencies providing assistance or case management services. Street outreach should be focused on those who cannot or will not seek services on their own.

d. As a condition of the award of Street Outreach funding, SUBRECIPIENT will be required to enroll all street outreach engagements into a Medi-Cal Managed Care Plan, making client wellness a top priority to the street outreach process. Outreach staff will assist with making wellness exams, assist clients with managing and keeping their appointments, and providing transportation to and from wellness appointments.

B.6 ELIGIBILITY

Subrecipient will document that all program participants who receive street outreach services must meet the eligibility criteria of paragraph (1) of the "homeless" definition or who meet the criteria under paragraph (4) of the "homeless" definition **and** live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition of 24 CFR § 576.2. Documentation of homelessness must follow HUD's prioritization of documentation of homelessness 24 CFR 576.500.

B.7 DIVERSION

Diversion is a strategy that helps people experiencing a housing crisis to identify and access safe alternatives to an emergency shelter quickly. Street outreach workers utilize diversion as a strategic service that assists people experiencing a housing crisis to access and identify safe alternatives to emergency shelters and housing services. Outreach staff should be able to execute various forms of diversion techniques to the appropriate situations. Diversion includes services such as creative problem-solving conversations, family reunification support, conflict resolution mediation, housing search and placement, and obtaining transport to home of residence (bus ticket home).

If an individual or family cannot be diverted from the homeless system of care, street outreach workers will complete an assessment using the tool approved by the Coordinated Entry System (CES).

B.8 ASSESSMENT

Subrecipient must determine an individual's vulnerability and willingness or ability to independently access services such as emergency shelter, medical services, and housing, prior to providing street outreach services, to ensure that those with the greatest need are served first.

B.9 ELIGIBLE COSTS

Eligible costs for Street Outreach services include providing essential services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services consist of contact, engagement, case management, health and mental health services, and transportation. Specific requirements and eligible costs include:

1. Salaries of staff conducting case management

2. Emergency Health Services: The costs of outpatient treatment of medical conditions provided by licensed medical professionals operating in community-based settings (e.g. streets, parks, and campgrounds).

3. Emergency Mental Health Services: The costs of outpatient treatment of urgent mental health conditions by licensed mental health professionals in community-based settings (e.g. streets, parks, and campgrounds).

4. Transportation– The costs of travel by outreach workers, social workers, medical professionals, or other service providers during the provision of services eligible street outreach services.

5. Services Special Populations: The costs of otherwise eligible Street Outreach services that have been tailored to address the needs of the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless, including:
   a. Engagement
   b. Case Management
   c. Emergency Health Services
   d. Emergency Mental Health Services
   e. Transportation
   f. Housing Assistance

B.10 HMIS

Street Outreach subrecipients are required to enter participants into HMIS at first contact per the HHIP and CoC Interim Rule (24 CFR 576 and 578). This helps to ensure coordination between service providers through the Coordinated Entry System (CES) while avoiding duplication of services and participant data and provides an opportunity to document homelessness.

Street Outreach requirements in HMIS:

1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Outreach and Services Engagement (Taken just once per enrollment)
5. Outreach and Services Contact (Taken at each contact with client)
6. HUD Exit Assessment/Program Dismissal

B.11 COORDINATED ENTRY SYSTEM (CES)

In addition to direct street engagements, SUBRECIPIENT will accept referrals from the Coordinated Entry System (CES) HomeConnect Hotline which operates as a main entry point for persons experiencing homelessness. CES HomeConnect will utilize the outreach coverage schedule to determine which subrecipient is most appropriate to respond.

SUBRECIPIENT shall assist HomeConnect with system backlog. The Coordinated Entry System has individuals and families who have been awarded a housing connection, but require outreach to provide supportive services, navigation assistance, or case management to obtain housing. Outreach staff will coordinate with CES to obtain referrals that are agency appropriate to assist with housing connection backlog.

Street Outreach subrecipients are required to enter participants into HMIS at first contact per CoC interim rule (24 CFR 576 and 578). This helps to ensure coordination between service providers through the Coordinated Entry System (CES), provides an opportunity to document homelessness, and avoids duplication of services and participant data.

B.12 STREET OUTREACH FILE CHECKLIST

The basis of all determinations (eligibility, assistance needed, assistance provided, etc.) must be supported by the evidence documented in the case file. Minimum Documentation should include but is not limited to:

1. Proof of eligibility - Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
2. Program Intake Documents such as:
   a. HMIS Release of Information,
   b. Notice of Privacy Practices,
   c. Participant grievance,
   d. Participant consent form,
   e. Participant identification, if applicable
   f. Release(s) of Information if applicable.
3. Wellness plan that shows the street outreach provider and program participant developed a plan to assist the program participant in obtaining medical services and permanent housing or sheltered services.
4. Case notes that reflect the progress made toward the client's wellness plan goals.
5. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, gas voucher, bus pass, DMV receipt, etc.
6. Referrals made by the subrecipient to program participant to obtain mainstream and other resources as needed.
7. Program Discharge/Exit paperwork.

B.13 STREET OUTREACH OUTCOMES: Performance Measurements Outcome Statement Part A: Outcomes (Data Analysis) are separated between outreach engagements, and people housed.

Unduplicated Engagements	People/Households Housed
300	48

B.14 CASE MANAGEMENT

Street Outreach staff will assume case management responsibilities for their clients until another entity or agency providing ongoing case management services assumes the role and a warm hand off has been made. The term "warm hand off" means that a proper introduction has been made between the client(s) and the new service provider, the wellness plan and progress made toward goals have been shared, and all parties understand and consent to the change in service provider. The term "case management" means to assess housing and service needs, arrange, coordinate, and monitor the delivery of individualized services including:

1. Using the Riverside County Coordinated Entry System
2. Initial evaluation including verifying and documenting eligibility (e.g., verification of homelessness and/or chronic homelessness)
3. Assist client in obtaining needed documents to be considered "document ready" such as CA identification, social security card, birth certificate, bank statements, letter of homelessness, and all benefit award letters

4. Developing an individualized “Wellness Plan” that encompasses housing, services, and wellness
5. Assist and support with mapping out and executing the wellness plan
6. Counseling or connection to therapeutic supports
7. Obtaining Federal, state and local benefits
8. Monitoring and evaluating participating progress, and providing added support in areas of need
9. Providing information and referrals to other agencies
10. Collaborating with other providers and agencies to meet client needs

B.15 SCHEDULING AND PARTICIPATION

SUBRECIPIENT shall co-facilitate and participate in a countywide street outreach collaborative that will include other street outreach teams/street medicine teams. Teams will meet virtually once a week to coordinate outreach efforts. The meeting schedule will be determined and implemented by outreach teams. Outreach teams will co-facilitate in-person outreach meetings monthly to collaborate, support street medicine team(s), refer clients to street medicine services, case conference, and ensure regional coverage. Monthly street outreach meeting will be organized and co-facilitate by the Housing Authority of Riverside County. SURECIPIENT will develop an outreach coverage schedule in coordination with COUNTY. Said schedule will be shared with the street outreach collaborative to ensure street outreach coverage across all districts of the county.

SUBRECIPIENT shall provide regional outreach coverage in the evenings from 5:00 p.m.-8:00 p.m. on weekdays, and 8:00 a.m.-5:00 p.m. on weekends. Subrecipient may, on an as needed basis, be required to participate in outreach responses and events.

ATTACHMENT I
MONTHLY PERFORMANCE REPORT

HWS HOUSING AND WORKFORCE SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

County of Riverside Continuum of Care

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
•

DRAFT SAMPLE

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

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

City of Lake Elsinore
ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 €, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 31€(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH), will be prohibited.

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

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

_____ _____
Date Subrecipient's Authorized Signature
130 S. Main Street
Lake Elsinore, CA 92530

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

ATTACHMENT IV
Subrecipient Payment Request Form 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

From:
Remit to Name
Remit to Address
City State Zip Code

Contract Number

Total amount requested: $ _____ for the period of _____

Select Payment Type(s) Below:

☐ Advance Payment $ _____
(if allowed by Contract/Grant)

☐ Actual Payment $ _____
(reimbursement of actual program costs)

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

$0.00

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

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

_____ _____ _____
Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

_____ _____
Purchase Order # (10) Invoice #

_____
Amount Authorized

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

_____ _____
Program Date

_____ _____
Fiscal Date

SUPPORTING DOCUMENTATION REQUIREMENTS

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

❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense
▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the **specific** grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted
▪ Proof of payment of the credit card statement (cancelled check or check stub)

ATTACHMENT VI
HMIS Participating Agency Agreement

COUNTY OF RIVERSIDE CONTINUUM OF CARE
HMIS PARTICIPATING AGENCY AGREEMENT

_____("AGENCY") has elected to participate in the County of Riverside Continuum of Care Homeless Management Information System ("HMIS") and therefore is entering into this HMIS Participating Agency Agreement (this "Agreement"). The AGENCY and its personnel are permitted to use HMIS and security services on their computer systems through an Internet connection. The HMIS is a database and case management system that collects and maintains information on the characteristics and service needs of clients. The system collects and stores client –level data, which can be used to generate unduplicated and aggregate reports to determine the use and effectiveness of the services being provided to the homeless and at risk populations.

The Riverside County Housing, Homelessness Prevention and Workforce Solutions (HHPWS) ("HMIS LEAD") is the HUD grantee responsible for administering the HMIS grant. HMIS LEAD is the system host and provides the personnel and administrative support to operate the County of Riverside CoC HMIS. HMIS LEAD is responsible for ordering, installing and maintaining the computer and network system, implementing the software solution, providing secured access for participating agencies, troubleshooting problems, and offering training and on-going technical support.

AGENCY agrees to abide by all laws, and the County of Riverside CoC HMIS Charter pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support HMIS.

In consideration of their mutual undertakings and covenants, the AGENCY and HMIS LEAD agree as follows:

1. **General Understandings:**

   A. Definitions. In this Agreement, the following terms will have the following meanings:

      i. "AGENCY staff" refers to employees, volunteers, contractors, or any other agents of the AGENCY.

ii. "Breach" shall mean the acquisition, access, use or disclosure of Identifying Information in a manner not permitted as defined in any Federal or State law, including, but not limited to:
   a. The Health Insurance Portability and Accountability Act, 45 CFR section 164.502 ("HIPAA");
   b. The Health Information Technology for Economic and Clinical Health Act, 42 USC 17921;

iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.; "Client" refers to a person receiving services from the AGENCY.

iv. "De-Identifying Information" (also referred to as "non-identifying" information) refers to data that has specific Client demographic information removed, to allow use of the data *without identifying* a specific Client.

v. "Enter" or "entry" refers to the entry of any Client information into the HMIS.

vi. "HMIS" refers to the Homeless Management Information System.

vii. "HMIS staff" refers to the employees, contractors, or agents of HMIS LEAD assigned to administer the HMIS, as well as to analyze, review and report on the data contained in HMIS.

viii. "Identifying Information" (also referred to as "confidential" data or information) refers to information about a Client that can be used to distinguish or trace the Client's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used.

ix. "Information" refers to both De-Identifying Information and Identifying Information.

x. "AGENCY" refers generally to any service provider or organization signing this document that is participating or planning to participate in the HMIS.

xi. "Sharing," or "information sharing" refers to entering information into HMIS, or providing Identifying Information to other agencies, organizations, individuals, or providers that do not participate in the HMIS.

xii. "User" refers to AGENCY employees authorized to have, and having, access to the HMIS.

B. Use and Disclosure. Whenever AGENCY enters information into HMIS, such Identifying Information will be available to the HMIS staff who may use it to: administer HMIS, conduct analysis, coordinate services, and prepare reports to be submitted to others in de-identifying form. AGENCY use and disclosure of HMIS Identifying Information may occur only in accordance with HMIS Policies, Standard Operating Procedures.

C. Access. AGENCY agrees to allow HMIS and its subcontractors access to information provided by the AGENCY in accordance with this Agreement and to carry out its duties with respect to the HMIS, which includes without limitation,

HMIS administration, testing, problem identification and resolution, management of the HMIS database, and data aggregation and analysis activities, as permitted by applicable state and federal laws and regulations.

2. **Confidentiality:**

A. AGENCY shall not:

i. enter information into the HMIS which it is not authorized to enter, or

ii. share information that AGENCY is not authorized to share.

By entering information into the HMIS, AGENCY represents that it has the authority to enter such information into the HMIS. To the best of AGENCY's knowledge, any information entered into the HMIS does not violate any of the Client's rights, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information.

B. AGENCY agrees to comply with all federal and state regulations regarding the confidentiality of Identifying Information, including, but not limited to:

i. The Health Insurance Portability and Accountability Act, 45 CFR Parts 160, 162 and 164 ("HIPAA");
ii. The Health Information Technology for Economic and Clinical Health Act ("HITECH Act");
iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.;
iv. California Welfare and Institutions Code section 5328 et seq.;
v. California Evidence Code section 1010 et seq.;
vi. Code of Federal Regulations, at 42 CFR Part 2.

C. To the extent that information entered by AGENCY into the HMIS is or becomes subject to additional restrictions, AGENCY will immediately inform HMIS in writing of such restrictions.

3. **Display of Notice:**

i. Pursuant to the notice published by the Department of Housing and Urban Development ("HUD") on July 30, 2004, AGENCY will prominently display at each intake desk (or comparable location) the ***HMIS Notice of Privacy Practices*** approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information. It is AGENCY's responsibility to ensure that each Client understands his or her rights. Additionally, if AGENCY maintains a public webpage, the current

version of the ***HMIS Notice of Privacy Practices*** must be posted on the webpage. The current form of ***HMIS Notice of Privacy Practices***, which may be modified from time to time at HMIS's LEAD's discretion, is attached to and incorporated into this Agreement by reference, and is available from HMIS LEAD or on its website http://HMIS LEAD.co.riverside.ca.us/homeless-programs.

4. **Information Collection, Release and Sharing Consent:**

A. Collection of Identifying Information. AGENCY must collect information by lawful and fair means with the knowledge or consent of the Client. Any Identifying Information collected by the AGENCY must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, Identifying Information should be accurate, complete and timely. . AGENCY must post Mandatory Collection Notice at each intake desk or comparable location. Privacy and Mandatory Collection Notices must be made available in writing at the client's request.

B. Obtaining Client Consent. AGENCY will obtain the informed consent of the Client by having the Client sign the ***Consent*** form.

C. Sharing. Prior to sharing any of a Client's information with an AGENCY or organization outside of the HMIS, except as provided in the ***HMIS Notice of Privacy Practices***, approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information, AGENCY will provide the Client with a copy of its client consent and/or release of information form ("Consent"). Following an explanation regarding the entity or individual that the information will be shared with and how it will be used, the AGENCY will obtain the informed consent of the Client by having the Client sign the ***Consent*** form specific to that other AGENCY or outside organization.

D. Consent Form. AGENCY shall keep all copies of the signed ***Consent*** form for a period of seven (7) years after the Client signed the consent form. Such forms shall be available for inspection and copying by HMIS and/or the U.S. Department of Housing and Urban Development, at any time.

E. Refusal of Services. AGENCY may not refuse or decline services to a Client or potential Client if that person:

i. objects to the entry of its information in the HMIS; or

ii. refuses to share his or her personal information with the AGENCY or cannot remember certain information; however, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

5. **HMIS Policies and Standard Operating Procedures:**

Notwithstanding any other provision of this Agreement, AGENCY's use of and participation in the HMIS, and the use, disclosure, and submission of data to and from the HMIS shall, at all times, be governed by the ***HMIS Notice of Privacy Practices*** and the ***HMIS Charter***, as revised from time to time, at the sole discretion of HMIS. Such ***HMIS Charter*** is incorporated in this Agreement by reference and is located at http://HMIS LEAD.co.riverside.ca.us/homeless-programs/management-information-system
In the event of a conflict between this Agreement and the ***HMIS Charter***, the latter shall control.

6. **Sharing HMIS Data:**

AGENCY shall not release any Identifying Information received from the HMIS to any other person or organization without the written informed consent of the Client, unless such disclosure is required by law or in accordance with the ***HMIS Notice of Privacy Practices***.

Basic Client profile data entered into HMIS (with consent), which includes Client demographic data will be shared with all Agencies in the HMIS system in an effort to reduce the event of duplicative Client records and/ or intakes. This includes the following data elements:

- 3.1 Name
- 3.2 Social Security Number
- 3.3 Date of Birth
- 3.4 Race
- 3.5 Ethnicity
- 3.6 Gender
- 3.7 Veteran Status
- 3.15 Relationship to Head of Household

Client's project level data will only be shared with agencies that have signed an ***Inter-Agency Data Sharing Agreement***. This includes the following data elements:

- 3.8 Disabling Condition
- 3.10 Project Start Date
- 3.11 Project Exit Date
- 3.12 Destination
- 3.16 Client Location
- 3.20 Housing Move-in Date
- 3.917 Living Situation
- 4.2 Income and Sources
- 4.3 Non-Cash Benefits
- 4.4 Health Insurance
- 4.5 Physical Disability
- 4.6 Developmental Disability
- 4.7 Chronic Health Condition
- 4.8 HIV/AIDS
- 4.9 Mental Health Problem
- 4.10 Substance Abuse
- 4.11 Domestic Violence
- 4.12 Contact
- 4.13 Date of Engagement
- Enrollment History (Project and Organization name)

7. **Client Inspection/Correction:**

Upon receipt of a written request from a Client, AGENCY shall allow the Client to inspect and obtain a copy of his or her own information during regular business hours. AGENCY is not required to provide a Client access to information (a) compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding; (b) about another individual; (c) obtained under a promise of confidentiality if disclosure would reveal the source of the information; and (d) which, if disclosed, would be reasonably likely to endanger the life or physical safety of any individual. AGENCY must allow a Client to correct information that is inaccurate or incomplete; provided, however, that prior to correcting such information, AGENCY shall consult with HMIS. Such consultation is necessary to ensure proper coordination between the AGENCY's response and the capabilities of the HMIS system, unless the requested correction is a routine correction of a common data element for which a field exists in HMIS (*e.g.*, date of birth, prior residence, social security number, etc.). AGENCY is not required to remove any information as a result of a correction, but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

8. **Security:**

AGENCY shall maintain the security and confidentiality of information in the HMIS and is responsible for the actions of its employees, contractors, volunteers, or agents and their proper training and supervision. AGENCY agrees to follow the ***HMIS Policies and Standard Operating Procedures*** on security (hereafter "Security Rule"), which by this reference is incorporated herein and which may be modified from time to time at HMIS LEAD's discretion. At its discretion, HMIS LEAD may conduct periodic assessments of AGENCY to monitor its compliance with the Security Rule. The steps AGENCY must take to maintain security and confidentiality include, but are not limited to:

A. Access. AGENCY will permit password-protected access to the HMIS only to authorized AGENCY staff who need information from the HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). AGENCY will limit the access of such staff to only those records that are immediately relevant to their work assignments.

B. User Code of Ethics. Prior to permitting any User to access HMIS, AGENCY will require the User to sign an ***HMIS User Agreement/Code of Ethics*** ("User Code of Ethics"), which is incorporated herein by this reference and which may be amended from time to time at HMIS LEAD's discretion. AGENCY will comply with and enforce the User Code of Ethics and will inform HMIS LEAD immediately in writing of any breaches of the User Code of Ethics.

i. Any staff, volunteer or other person who has been granted a User ID and password and is found to have committed a breach of system security and/or Client confidentiality will have his/her access to the database revoked immediately.

ii. In the event of a breach of system security or Client confidentiality, the Director of the AGENCY shall notify HMIS LEAD within twenty-four (24) hours. Any AGENCY that is found to have had breaches of system security and/or Client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the AGENCY prevent further breaches.

Probation shall remain in effect until HMIS LEAD has evaluated the AGENCY's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Code of Ethics. Subsequent violations of system security may result in suspension from the HMIS.

C. User Authentication. AGENCY will permit access to HMIS only with use of a User authentication system consisting of a username and a password which the User may not share with others. Written information pertaining to User access (*e.g.*, username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, or include the username, the HMIS vendor's name, the HMIS LEAD name, the AGENCY's name, or consist entirely of any word found in the common dictionary or any of the forenamed words spelled backwards. The use of default passwords on initial entry into the HMIS is allowed so long as the User changes the default password on first use. Individual Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and HMIS LEAD. Passwords and usernames shall not be exchanged electronically without HMIS LEAD's approval.

D. Hard Copies. The AGENCY must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS LEAD, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS LEAD that contains such information must be supervised at all times when it is in a public area. If AGENCY staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other equivalent means with approval by HMIS LEAD. Written information specifically pertaining to User access (*e.g.*, username and password) must not be stored or displayed in any publicly accessible location.

E. Training/Assistance. HMIS LEAD will conduct ongoing basic confidentiality training for all persons with access to the HMIS and will train all persons who may receive

information produced from the HMIS on the confidentiality of such information. AGENCY will participate in such training as is provided from time to time by HMIS LEAD. Representatives of HMIS LEAD will be reasonably available during HMIS's defined weekday business hours for technical assistance (*e.g.*, troubleshooting and report generation).

9. **Information Entry Standards:**

A. Information entered into HMIS by AGENCY will be truthful, accurate, complete and timely to the best of AGENCY's knowledge.

B. AGENCY will ***not*** solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

C. AGENCY will only enter information into the HMIS database with respect to individuals which it serves or intends to serve, including through referral.

D. AGENCY will enter information into the HMIS database within seven (7) calendar days of data collection.

E. AGENCY will **not** alter or over-write information entered by another AGENCY.

HMIS LEAD reserves the right to, in its sole discretion, delete or segregate information entered into the HMIS by an AGENCY, or take any other appropriate measures, to maintain the accuracy and integrity of the HMIS or to avoid compromising the HMIS goal of maintaining unduplicated counts of Clients.

AGENCY is responsible for maintaining timely, accurate and complete data in HMIS and remaining in compliance with federal regulations as well as any outside applicable regulations such as the HIPAA standards.

HMIS LEAD will conduct an annual monitoring site visit to ensure compliance with HUD and Riverside County CoC HMIS requirements. HMIS LEAD will provide utilization reports to participating agencies on a regular basis to include data quality and tracking.10. **Use of the HMIS:**

A. AGENCY will not access Identifying Information for any individual for whom services are neither being sought nor provided by the AGENCY. AGENCY may access Identifying Information of the Clients it serves and may request, in writing addressed to HMIS LEAD's authorized officer shown on the signature page of this Agreement, access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS Participating Agencies.

B. AGENCY may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.

C. AGENCY and HMIS LEAD will report only non-identifying information in response to requests for information from the HMIS.

D. AGENCY will use the HMIS for its legitimate business purposes only.

E. AGENCY will not use the HMIS to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

F. AGENCY shall not use the HMIS to aggregate data to compare the performance of other Participating Agencies, without the express written consent of HMIS LEAD and each of the Participating Agencies being compared.

G. Notwithstanding any other Section of this Agreement, the parties may use or disclose for any lawful purpose information that: (a) is in the possession of the party prior to the time of the disclosure to the party through the HMIS and was not acquired, directly or indirectly, from the HMIS; or (b) is made available to the party by a third party who has the legal right to do so.

11. **Proprietary Rights of the HMIS:**

A. AGENCY or HMIS LEAD staff shall assign passwords and access codes for all AGENCY Staff that meets other privacy, training and conditions contained within this Agreement.

B. AGENCY or HMIS LEAD staff shall not assign passwords or access codes to any other person not directly connected to or working for their own AGENCY.

C. AGENCY shall be solely responsible for all acts and omissions of its Users, and all other individuals who access the HMIS either through the AGENCY or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the AGENCY or any of the AGENCY's Authorized Users, with respect to the HMIS and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the AGENCY. Each AGENCY shall certify:

i. That its Users have received training regarding the confidentiality of HMIS information under all applicable federal, state, and local laws and agree to protect the Information in compliance with such laws and this Agreement;

ii. That its Users shall only access the HMIS for purposes approved by the AGENCY and that are consistent with this Agreement;

iii. That its Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual. AGENCY shall ensure that all Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;

iv. That its Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the AGENCY; and

v. That it has restricted access to the HMIS only to the Users that the AGENCY has identified pursuant to this Section.

D. AGENCY shall terminate the rights of a User immediately upon the User's termination from his or her position. In the alternative, AGENCY must immediately notify HMIS LEAD staff of the User's termination to allow HMIS LEAD staff to terminate the User's access rights. The AGENCY is responsible for removing HMIS Users from the system.

E. AGENCY shall be diligent not to cause in any manner or way, corruption of the HMIS, and AGENCY agrees to be responsible for any damage it may cause.

12. **HMIS Administrators Council:**

The County of Riverside Continuum of Care (CoC) delegates oversight and guidance of the HMIS and related activities to the HMIS Administrators Council ("HMIS COUNCIL"). A list of the current members of the HMIS COUNCIL may be obtained from http://HMIS LEAD.co.riverside.ca.us/homeless-programs. The HMIS LEAD staff will consult with the HMIS COUNCIL from time to time regarding issues such as revision to the form of this Agreement. Written AGENCY complaints that are not resolved may be forwarded to the HMIS COUNCIL which will try to reach a voluntary resolution of the complaint.

12. **Insurance**

HMIS Data sharing participating agencies must maintain insurance as provided in subrecipients contract with DPSS.

13. **Limitation of Liability and Indemnification:**

A. Except as provided in this Section, no party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement or its participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or

liability for the acts of any other person or entity through participation in HMIS except for the acts and omissions of its own employees, volunteers, agents or contractors. The parties specifically agree that this Agreement is for the benefit of the parties only and creates no rights in any third party.

B. AGENCY agrees to indemnify, defend and hold harmless HMIS LEAD, including its directors, officers, employees, representatives, and agents from and against any and all claims and liabilities (including, without limitation, all damages, costs, and expenses, including legal fees and disbursements paid or incurred) arising from the intentional acts or omissions, negligence, or strict liability of AGENCY, its directors, officers, employees, representatives, or agents, or AGENCY's breach of this Agreement, including any breach associated with Identifying information. This Section shall survive the termination of this Agreement.

C. Without limiting any other provision of this Agreement, AGENCY and its Users shall be solely responsible for all decisions and actions taken or not taken involving services, treatment, patient care, utilization management, and quality management for their respective patients and Clients resulting from or in any way related to the use of the HMIS or the Information made available thereby. AGENCY and Users shall have no recourse against, and hereby waive, any claims against HMIS LEAD for any loss, damage, claim or cost relating to or resulting from its own use or misuse of the HMIS.

D. AGENCY acknowledges and agrees that the HMIS is an information management tool only and that it contemplates and requires the involvement of Agencies and Users that are qualified to maintain, collect and enter information into the HMIS. AGENCY further acknowledges and agrees that HMIS LEAD has not represented its services as having the ability to perform any tasks that constitute the practice of medicine or of other professional or academic disciplines. HMIS LEAD shall not be responsible for any errors, misstatements, inaccuracies, or omissions regarding the content of the HMIS, although every effort has been made to ensure its quality and accuracy. AGENCY assumes all risk for selection and use of the content in the HMIS.

E. All data to which access is made through the HMIS originates from Participating Agencies, and not from HMIS LEAD. All such data is subject to change arising from numerous factors, including without limitation, changes to Client information made at the request of the Client, changes in the Client's condition, the passage of time and other factors. HMIS LEAD neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of this Agreement, HMIS LEAD shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by AGENCY, or used by AGENCY, pursuant to this Agreement.

F. Access to the HMIS and the information obtained by AGENCY pursuant to the use of those services are provided "as is" and "as available." AGENCY is solely responsible for any and all acts or omissions taken or made in reliance on the HMIS or the information in the HMIS, including inaccurate or incomplete information. It is expressly agreed that in no event shall HMIS LEAD be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if HMIS LEAD has been apprised of the possibility or likelihood of such damages occurring. HMIS LEAD disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the HMIS.

14. **Limitation of Liability:**

HMIS LEAD shall not be liable for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

15. **Disclaimer of Warranties:**

HMIS LEAD makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, to any AGENCY or any other person or entity as to the services of the HMIS or as to any other matter.

16. **Additional Terms and Conditions:**

A. AGENCY will abide by such guidelines as are promulgated by HUD and HMIS LEAD from time to time regarding administration of the HMIS.

B. AGENCY and HMIS LEAD intend to abide by applicable State and Federal laws. Should any term of this Agreement be inconsistent with applicable law, or should additional terms be required by applicable law, AGENCY and HMIS LEAD agree to modify the terms of this Agreement so as to comply with applicable law.

C. Neither HMIS LEAD nor AGENCY will transfer or assign any rights or obligations regarding the HMIS without the written consent of the other party.

D. This Agreement will be in force until terminated by either party. Either party may terminate this Agreement with thirty (30) days written notice. Either party may also terminate this Agreement immediately upon a material breach of this Agreement by the other party, including but not limited to a breach of the ***HMIS Charter (Policies and Standard Operating Procedures)*** by AGENCY. Upon termination of this Agreement, AGENCY shall remain liable for (and nothing in this Agreement shall prevent HMIS LEAD from recovering) any fees, costs, or expenses that have been incurred prior to the

termination of this Agreement. HMIS LEAD and the remaining Participating Agencies will maintain their rights to use all of the information previously entered by AGENCY except to the extent a restriction is imposed by the Client or applicable law.

E. Copies of AGENCY data will be provided to the AGENCY upon termination of this Agreement at the AGENCY's written request to HMIS LEAD made within sixty (60) days after the termination of this Agreement. Information will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to AGENCY within sixty (60) calendar days of receipt of written requests for data copies. HMIS LEAD reserves the right to charge AGENCY's HMIS actual costs for providing such data to AGENCY.

F. Except as otherwise provided, no action taken by either party, or its officers, employees or agents, pursuant to this Agreement, shall be deemed to constitute an action of the other party, or shall be construed to place the parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either party any express or implied power, right or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly provided herein. HMIS LEAD and AGENCY intend and agree that they and their respective agents or employees shall serve as independent contractors and not as employees of the other party, and this Agreement shall not be considered a hiring by either party or a contract of employment.

G. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this Agreement may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the party waiving compliance.

H. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

I. Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other, which consent will not be unreasonably withheld. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

J. Any notice required or permitted to be given under this Agreement shall be conclusively deemed to have been received by a party to this Agreement on the day it is delivered to such party at the address indicated in the signature block below, or at such other address as such party shall specify to the other party in writing, or if sent by registered or certified mail, on the third business day after the date on which it is mailed to such party at said address.

K. This Agreement sets forth the entire understanding between the parties with respect to the matters contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

L. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without such invalid or unenforceable provisions.

M. The Parties affirm that this Agreement has been entered into in the State of California and will be governed by and construed in accordance with the laws of the State of California, notwithstanding any state's choice of law rules to the contrary. Any action to enforce, challenge or construe the terms or making of this Agreement or to recover for its breach shall be litigated exclusively in a state or federal court located in the State of California.

This Agreement is executed between (AGENCY) and (HMIS LEAD) and upon execution the AGENCY will be given access to the HMIS with the terms herein set forth. This agreement will be signed by the Executive Director at the Participating AGENCY.

Tanya Torno		
HMIS LEAD	SIGNATURE	DATE

AGENCY NAME		

AGENCY CEO/EXECUTIVE DIRECTOR	SIGNATURE	DATE

I have read the AGENCY Agreement and understand that this technology is for HMIS purposes only.

ATTACHMENT VII
HHIP Time/Activity Report

COUNTY OF RIVERSIDE CONTINUUM OF CARE - HHIP TIME & ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
SERVICE STAFF (HHIP Only)																																0.00
HHIP Service Activities																																0.00
Total Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
ADMINISTRATIVE STAFF (HHIP Only)																																
HHIP Administrative Activities																																0.00
NON-PROJECT (Time not worked on HHIP)																																
Non-Project																																
Total Non-Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
FRINGE HOURS																																
Vacation																																0.00
Sick																																0.00
Holiday																																0.00
Other Paid Time Off																																0.00
Total Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
TOTALS	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Total Hours	0.00
Total Fringe Hours	0.00
Difference	0.00
Actual Hours - Technical Assistance	0.00
Actual Hours - Administration	0.00
Non-Project Hours	0.00

I certify that this is a true and accurate report of my time and the activities were performed as shown.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

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HEALTH SERVICES DEPARTMENT

27. DELEGATION OF AUTHORITY TO APPROVE AGREEMENTS AND AMENDMENTS RELATED TO THE HOUSING AND HOMELESSNESS INCENTIVE PROGRAM

Recommended Action:
That the Governing Body of the Inland Empire Health Plan (IEHP) authorize the Chief Executive Officer or his designee to negotiate and, after legal review and approval, sign Agreements and Amendments related to the Housing and Homelessness Incentive Program (HHIP) for an amount not to exceed $95,000,000 in total, for a program period through at least December 31, 2025.

Contact:
Takashi Wada, M.D., Chief Medical Officer

Background:
In accordance with section 9817 of the American Rescue Plan Act of 2021, the California Department of Health Care Services (DHCS) developed a Medi-Cal Home and Community Based Services (HCBS) Spending Plan detailing a series of initiatives that will enhance, expand, and strengthen HCBS in California. The Housing and Homelessness Incentive Program (HHIP) is one of the HCBS Transition Initiatives, which aims to expand and enhance programs that facilitate individuals transitioning to community-based independent living arrangements. HHIP is a voluntary incentive program that enables Medi-Cal managed care health plans (MCPs) to earn incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities.

Effective January 1, 2022, DHCS implemented HHIP. As designed, the incentive program is intended to support delivery and coordination of health and housing services for Members by:

- Rewarding MCPs for developing the necessary capacity and partnerships to connect their Members to needed housing services; and
- Incentivizing MCPs to take an active role in reducing and preventing homelessness.

Minute Order of the IEHP Governing Board	
On motion of Member Hagman, seconded by Member Zorn and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended. Ayes: Anderson, Gutierrez, Hagman, Spiegel, Williams, Zorn Nays: 0 Absent: Rowe Vacancies: 0 Date: March 6, 2023	**ANNETTE M. TAYLOR** **SECRETARY TO THE GOVERNING BOARD** **BY:** **DATED: March 6, 2023**
Minute Order: 23-064	**Agenda Number: 27.** (Policy)

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The incentive program period is expected to be effective from January 1, 2022 to December 31, 2023. The program period is split between two distinct Program Years (PY) with three distinct measurement periods:

- PY 1 (January 1, 2022 to December 31, 2022), and:
- PY 2 (January 1, 2023 to December 31, 2023)

MCP Submission	Measurement Period	MCP Submission Date	Program Year
MCP Local Homelessness Plan (LHP) Submission	January 1, 2022 to April 30, 2022	June 30, 2022	1
MCP LHP Submission Revisions	January 1, 2022 to April 30, 2022	August 12, 2022	1
MCP Investment Plan (IP) Submission	N/A	September 30, 2022	1
MCP Submission 1	May 1, 2022 to December 31, 2022	March 10, 2023	1
MCP Submission 2	January 1, 2023 to October 31, 2023	December 29, 2023	2

Discussion:

Local Homelessness Plan

IEHP (as a required submission component for IEHP to participate in HHIP) submitted one individual Local Homelessness Plan (LHP) for each County and one joint LHP with Molina for each County it serves. To fulfill this requirement, IEHP collaborated with its local Continuums of Care (CoCs), Counties, and Molina to complete the LHPs. The LHPs four components included: 1) Submission of baseline quantitative and qualitative measures, 2) Narrative inclusive of strategies to address housing and service gaps, 3) Landscape analysis of county demographics, needs, and gaps, and 4) Identification of Funding Opportunity Availability within IEHP's service counties.

Investment Plan

IEHP submitted one individual Investment Plan (IP) for each County it serves. Both Riverside and San Bernardino County's Investment Plan each include 11 distinct investment activities. The primary goal of the IP is for IEHP to demonstrate to DHCS a clear plan for achieving measures and targets across the course of the program, in collaboration with local partners, through targeted investments in activities and efforts that align with program measures and goals and support IEHP's performance strategies. IEHP's IP was submitted on September 30, 2022 and subsequently approved by DHCS and thus, the activities detailed in each IP have commenced. Breakdown of costs and further detail on goals and measures can be found in the HHIP Investment Plan documents for each respective county *(see attachments A and B)*.

There are three HHIP measure areas: 1) Partnerships & capacity to support referrals for Services, 2) Infrastructure to coordinate & meet member housing needs, and 3) Delivery of services & member engagement (*see attachments C and D).*

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IEHP's total possible allocation:

Plan	County	PY1	PY2	Total Allocation
Inland Empire HP	Riverside	$ 21,672,559	$ 26,488,683	$ 48,161,242
Inland Empire HP	San Bernardino	$ 21,271,647	$ 25,998,680	$ 47,270,327

IEHP's return on investment will be shown through increased goodwill with the community, and respective county partner agencies as the health plan strives to reach the goal of decreasing homelessness within the dual county service area as well as increasing access to housing for historically marginalized community members or populations. IEHP's success in this initiative will be measured by meeting the incentive program metrics, drawing down funding, improving coordination/ data sharing with partner agencies, and by decreasing homelessness within the dual county service area.

HHIP aligns with the following regulatory requirements:

- APL 22-023: Street Medicine Provider: Definitions and Participation in Managed Care,
- APL 22-007: California Housing and Homelessness Incentive Program
- APL 21-017: Community Supports Requirements

Housing is a cornerstone of health equity and thus increasing access to safe and secure housing for IEHP's impacted populations supports the MCP's Mission, Vision, and Value (MVV) of vibrant health for all members and their families.

IEHP continues to cultivate positive working relationships with our county agency partners, which helps build bridges and close service gaps to further the MCP's goal of whole person care. Additionally, IEHP is working in cooperation with various external partners to increase access to equitable housing for populations that are historically marginalized, including but not limited to: LBGTQ+, Youth, SMI, and SUD populations.

Considering we are working with our partners to expand housing and housing related services (rental assistance, street medicine, etc.) to IEHP's more rural regions in both county service areas, resulting in increased access to services in the areas in which members currently reside.

IEHP key activities/milestones to-date:

#	Milestone	Status
1	Letter of Intent – Completed	Submitted to DHCS 4/4/2022
2	Local Homelessness Plan	Submitted to DHCS 6/30/2022. Approved 10/31/2022
3	Investment Plan – Completed	Submitted to DHCS 9/30/2022
4	Local Homelessness Plan Payment Issued by DHCS (5%)	Received from DHCS 10/31/2022
5	Receive Submission 1 Template	Received Draft Template 11/21/2022

DocuSign Envelope ID: 776A1143-05A0-4F45-ACCB-720BE2A21837

#	Milestone	Status
6	Investment Plan Payment Issued by DHCS (10%)	Pending Investment Approval/Payment 12/2022
7	Submission 1	Due to DHCS 3/10/2023
8	Submission 1 Payment	Due to IEHP 5/2023
9	Submission 2	Due to DHCS 12/29/2023
10	Submission 2 Payment	Due to IEHP 1st Quarter 2024

Completed
To Be Completed

The cost of the Agreements and Amendments under this Delegation of Authority shall not exceed $95,000,000 effective March 6, 2023, through December 31, 2025.

Fiscal Impact	Financial Review	Procurement Review	Reviewed by Counsel	Director Approval	Chief Approval
None	Roger Mok 02/08/2023	N/A	A. Wang 02/21/23	Matthew Wray 02/08/2023	T. Wada 2/12/2023

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Inland Empire Health Plan

And

County of Riverside
Department of Housing and Workforce Solutions

First Amended and Restated

Housing and Homelessness Incentive Program Agreement

HWSCoC-0004868

DocuSign Envelope ID: 776A1143-05A0-4F45-ACCB-720BE2A21837

TABLE OF CONTENTS

1. DEFINITIONS 4
2. DESCRIPTION OF SERVICES 6
3. PERIOD OF PERFORMANCE 6
4. COMPENSATION 6
5. CONFIDENTIALITY 6
6. ASSIGNMENT 7
7. COMPLIANCE WITH APPLICABLE LAWS 7
8. NOTICES 7
9. DISPUTES 7
10. MODIFICATION OF TERMS 8
11. TERMINATION 8
12. SIGNED IN COUNTERPARTS 8
13. ELECTRONIC SIGNATURES 8
14. ENTIRE AGREEMENT 8

List of Schedules
Schedule A – Payment Provisions
Schedule B – Scope of Services

List of Attachments
Attachment I – PII Privacy and Security Standards
Attachment II – HIPAA Business Associate Agreement
Attachment III – IEHP 2023 Payment Request Form and listing of required backup documentation
Attachment IV – Data Sharing Agreement
Attachment V – Privacy Data Notice
Attachment VI – HHIP IEHP Investment Plan Workbook (Revised)
Attachment VII – HHIP Incentive Funding – Companion Document to HHIP Investment Plan

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This First Amended and Restated Agreement for the Housing and Homelessness Incentive Program, HWSCoC-0004868 (herein referred to as "Agreement"), effective upon signature of both parties, is made and entered into, by and between Inland Empire Health Plan, a California joint powers authority, ("Health Plan") (herein referred to as "GRANTOR"), 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 Inland Empire Health Plan (IEHP) is participating in the Housing and Homelessness Incentive Program (HHIP) implemented by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan; and,

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 Continuum of Care Program within Riverside County. IEHP has partnered with HWS to provide significant investments in providing supportive services, homeless system enhancement, and additional housing development and assistance for homeless persons in Riverside County; and,

WHEREAS, on November 15, 2022, IEHP announced that it was allocating HHIP Investment Funds, which originate from DHCS, to the COUNTY. The final amount of the award to the COUNTY will be determined upon completion of program deliverables and will not exceed $32,600,000.00; and,
WHEREAS, the COUNTY will be eligible to receive up to the total amount of Investment Funds after this Agreement between both parties is fully executed; and,

WHEREAS, services funded directly through this incentive program will not include the provision of "Room and Board" as defined in the Centers for Medicare & Medicare Services (CMS) State Health Official letter #21-001, and as specified in the CMS conditional approval of the HCBS Spending Plan, which funds HHIP; and,

WHEREAS, the GRANTOR and COUNTY previously entered into that certain HHIP Agreement HWSCoC-0004868 for the Housing and Homelessness Incentive Program, effective March 1, 2023 through March 31, 2028, wherein the parties estimated all services would be provided to the Target Population by March 31, 2028, for eligible uses of HHIP funds which include, but are not limited to, one or more of the following: (1) Rapid rehousing; (2) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves; (3) Incentives to landlords, including, but not limited to, security deposits and holding fees); (4) Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing; (5) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system particularly for vulnerable populations including families and homeless youth; (6) Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions; (7) Prevention and shelter diversion to permanent housing; and (8) New navigation centers and emergency shelters based on demonstrated need; (herein referred to as "Original Agreement"); and,

WHERAS, the parties now desire to amend and restate the Original Agreement to increase the Maximum Reimbursable Amount by $12,000,000 in incentive payments as set forth in Schedule A – Payment Provisions, and the HHIP IEHP Investment Plan Workbook as set forth in Attachment VI; and,

WHEREAS, the final amount of the award to the COUNTY will be determined upon completion of program deliverables and will not exceed $44,600,000.00, inclusive of both allocated and incentive funding.

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WHEREAS, the COUNTY will be eligible to receive up to the total amount of Investment Funds after this Agreement between both parties is fully executed; and,

WHEREAS, services funded directly through this incentive program will not include the provision of "Room and Board" as defined in the Centers for Medicare & Medicare Services (CMS) State Health Official letter #21-001, and as specified in the CMS conditional approval of the HCBS Spending Plan, which funds HHIP; and,

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WHERAS, the parties now desire to amend and restate the Original Agreement to increase the Maximum Reimbursable Amount by $12,000,000 in incentive payments as set forth in Schedule A – Payment Provisions, and the HHIP IEHP Investment Plan Workbook as set forth in Attachment VI; and,

WHEREAS, the final amount of the award to the COUNTY will be determined upon completion of program deliverables and will not exceed $44,600,000.00, inclusive of both allocated and incentive funding.

DocuSign Envelope ID: 776A1143-05A0-4F45-ACCB-720BE2A21837

N. "Homelessness Prevention" means assistance that includes housing relocation and stabilization services and/or short- and/or medium-term Rental Assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the Homeless definition in 24 CFR 576.2.

O. "Homeless Youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

P. "Investment Funds" means funding that IEHP has allocated to Riverside County under the IEHP HHIP Investment Plan, aimed at aiding/accomplishing the goals and milestones set forth under the HHIP Measure Set. These funds are inclusive of performance incentive funding that are earnable through milestone achievement.

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. "Permanent Supportive Housing" means Permanent Housing with no limit on the length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Permanent Supportive Housing includes associated facilities if used to provide services to housing residents.

T. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.

U. "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.

V. "Rental Assistance" means the provision of housing vouchers to provide Homelessness Prevention, transitional or Permanent Housing to eligible persons.

W. "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.

X. "Target Population" means any person who is Homeless as defined in this Agreement.

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2. DESCRIPTION OF SERVICES

A. HWS shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.

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

C. HWS affirms that it is fully apprised of all of the work to be performed under this Agreement and HWS agrees it can properly perform this work at the prices stated in Schedule A. HWS is not to perform services or provide products outside of this Agreement. IEHP reserves the right to request reports from County/HWS regarding the progress of HHIP or the expenditure of investment amounts awarded under this Agreement.

D. Acceptance by IEHP of the HWS' performance under this Agreement does not operate as a release of HWS' responsibility for full compliance with the terms of this Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective March 1, 2023 ("Effective Date") and continues in effect through March 31, 2028, unless terminated earlier. HWS shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. HWS and IEHP agree that all services provided to the Target Population shall be provided through March 31, 2028.

4. COMPENSATION

IEHP shall pay HWS for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. IEHP 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, IEHP shall not be responsible for payment of any of COUNTY's expenses related to this Agreement. One hundred percent (100%) of HHIP funds allocated to HWS, pursuant to this Agreement, shall be Expended by March 31, 2028 ("Expenditure Deadline"). Any HHIP funds paid to HWS, but not Expended pursuant to this Agreement by March 31, 2028 shall be returned to IEHP within five (5) business days. In the event this Agreement is terminated prior to March 31, 2028 any funds paid to HWS, but not Expended prior to the date of termination, shall be returned to IEHP within five (5) business days of the notice of termination.

5. CONFIDENTIALITY

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

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

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to HWS shall be considered and kept confidential by HWS, its staff, agents, employees and volunteers. HWS shall require all of its

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employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Agreement or before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to HWS by IEHP.

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

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

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

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

8. NOTICES
All notices, Invoices, financial documents, 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:

Inland Empire Health Plan:

Inland Empire Health Plan
10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730

HWS:

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

9. 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. There will be two phases of Dispute Resolution and they are as follows:

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(a) This phase of dispute resolution will be called "Phase 1 Informal Resolution", and it will be conducted between senior management of the parties using the Agreement and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.

(b) This phase of dispute resolution will be called "Phase 2 Formal Resolution", and it will be between the Director of HWS and/or designee(s) and the IEHP Director of Health Services Special Initiatives or designee. This incident must be written as a note to file.

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.

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

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

12. 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.

13. ELECTRONIC SIGNATURES
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.

14. ENTIRE AGREEMENT
This Agreement, including any schedules, attachments, or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, proposals, discussions, and communications, whether oral or in writing.

[Signature Pages Follows]

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

Authorized Signature for IEHP:	Authorized Signature for COUNTY:
DocuSigned by: Keenan Freeman 3B1760C14BD1420... Keenan Freeman, CFO, for:	DocuSigned by: Heidi Marshall 201F3596E02E493...
Printed Name of Person Signing: Jarrod McNaughton	Printed Name of Person Signing: Heidi Marshall
Title: Chief Executive Officer Inland Empire Health Plan	Title: Director Housing and Workforce Solutions
Date Signed: 11/8/2023	Date Signed: 11/6/2023

11/09/2023

DocuSign Envelope ID: 776A1143-05A0-4F45-ACCB-720BE2A21837

County of Riverside, Department of Housing and Workforce Solutions:

By: DocuSigned by: Heidi Marshall
Heidi Marshall
Director, Housing and Workforce Solutions

Date: 11/6/2023

INLAND EMPIRE HEALTH PLAN:

By: Keenan Freeman
Keenan Freeman, CFO for
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer

Date: 11/8/2023

By: DocuSigned by: Karen S. Spiegel
Chair, IEHP Governing Board

Date: 11/8/2023

Attest: DocuSigned by:
Secretary, IEHP Governing Board

Date: 11/8/2023

Approved as to Form:

By: DocuSigned by: DS MP
Anna W. Wang
Vice President, General Counsel
Inland Empire Health Plan

Date: 11/8/2023

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HWSCoC-0004868

Schedule A
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT
$44,600,000 in HHIP funding is available, of which $32,600,000 is allocated and $12,000,000 is available as incentive payments.

The $32,600,000 in allocated funding will be disbursed to the County upon IEHP's receipt, review, and approval of invoices that at minimum include the following elements:

1) Specified amounts,
2) Investment Plan Activity, and
3) Corresponding HHIP measure impacted and supporting scope of work.

An additional $12,000,000 in incentive funding may be earned by the County if its HHIP performance meets specified benchmarks, as determined by IEHP and delineated in Attachment II, the HHIP IEHP Investment Plan Workbook. Incentive funding will be disbursed to the County upon IEHP's receipt, review, and approval of invoices that at minimum include the following elements:

1) Specified amounts,
2) Benchmarks met,
3) Investment Plan Activity, and
4) Corresponding HHIP measure impacted and supporting scope of work.

Total HHIP funding shall not exceed $44,600,000.

A.2 INELIGIBLE COSTS
HHIP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and under the eligible uses as identified by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan. The IEHP Investment Plan details the funding activities conforming with eligible activities under HHIP (Attachment VI - HHIP IEHP Investment Plan Workbook).

A.3 EXPENDITURE OF FUNDS
HWS shall Expend one hundred percent (100%) of all funds under this agreement by March 31, 2028 ("Expenditure Deadline") unless approved by IEHP in writing.

A.4 FISCAL ACCOUNTABILITY
a. HWS agrees to manage funds received through IEHP in accordance with sound accounting policies and incur and claim only eligible costs for reimbursement.

b. HWS must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, HWS must develop an accounting procedure manual. Said manual shall be made available to IEHP upon request or during fiscal monitoring visits.

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Schedule B
Scope of Services

B.1 SCOPE OF SERVICES

A. Project Description

Housing and Homeless Incentive Plan

HHIP is a voluntary incentive program that will allow health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health. Total Incentive Funds available are $1.288 billion one-time funds. Funding will be available to Managed Care Plans through March 31, 2024. Funds flow from DHCS to Managed Care Plans (MCPs) to: 1. reduce and prevent homelessness; and 2. ensure MCPs develop the necessary capacity and partnerships to connect their members to needed housing services.

Funding can support and facilitate coordination between health plans and other entities. Funds will be awarded to MCPs once metrics are met as prescribed by the HHIP program metrics below:

Priority Area 1: Partnership and Capacity to Support Referrals for Services	Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs	Priority Area 3: Delivery of Services and Member Engagement
1.1 Engagement with CoC, such as, but not limited to: attending CoC meetings, joining the CoC board, subgroup or workgroup, and attending CoC webinars.	**2.1 Connection with street medicine team** that is providing healthcare for individuals who are homeless Priority Measure*	**3.1 Percent of MCP Members screened for homelessness/risk of homelessness**
1.2 Connection and integration with the local homeless Coordinated Entry System Priority Measure*	**2.2 MCP connection with the local Homeless Management Information System (HMIS)** Priority Measure*	**3.2 MCP Members screened for homelessness or risk of homelessness who were discharged from an inpatient setting** or have been to the emergency department for services two or more times in a 4-month period
1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports services or other housing-related services to MCP members experiencing homelessness	**2.3 MCP process for tracking and managing referrals for housing-related Community Supports** offered during the measurement period, including: 1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post-Hospitalization Housing 6. Day Habilitation Programs	**3.3 MCP members experiencing homelessness who were successfully engaged in ECM**
		3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports, including: 1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post-Hospitalization Housing 6. Day Habilitation Programs Priority Measure*
1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services (i.e., interim housing, rental assistance, supportive housing, outreach, prevention/ diversion) with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching Priority Measure*		
1.5 Data sharing agreement with county MHPs and DMC-ODS (if applicable)		**3.5 MCP Members who were successfully housed** Priority Measure*
1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (aligns w/ HHAP-3)		**3.6 MCP Members who remained successfully housed** Priority Measure*
1.7 Lessons learned from development and implementation of Investment Plan (IP)		

Note: Priority Measures* will be weighed heavily by DHCS when reviewing MCP reports to determine funds earned. Measures are either P4P (pay-for-performance) or P4R (pay-for-reporting)

B. Project Detail

The Scope of Work ("Work") for this Agreement are in alignment with the County HHAP-3 Local Action Plan and application template to ensure alignment with the County; and any other applicable laws.

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IEHP has partnered with the County of Riverside Department of Housing and Workforce Solutions to provide significant investments in eleven (11) activities detailed in Attachment VI - HHIP IEHP Investment Plan Workbook.

B.2 HOMELESS MANAGEMENT INFORMATION SYSTEM

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

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.

2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant IEHP access to use the HMIS software for the term of this Agreement.

3. IEHP shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: https://rivcohws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf

4. IEHP must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20(1).pdf

5. IEHP agrees to provide BCSH access to HMIS data collected and entered into the IEHP'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

6. A date use agreement will be established between the County of Riverside and Managed Care Plans (MCPs) that sets out the responsibilities, protocols, and standard before any PPI may be accessed and disclosed from HMIS in a read-only form.

B.3 COORDINATED ENTRY SYSTEM

1. Participation is defined by CES training attendance, complying with Riverside County CES Charter, Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis. https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf

2. IEHP shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Charter, Policies and Procedures which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf

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3. IEHP 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. IEHP agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.

5. IEHP 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. IEHP agrees to provide BCSH access to CES data collected and entered into the IEHP'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

B.4 REPORTING REQUIREMENTS

A. IEHP shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HHPWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to BCSH.

B. Information needed for reporting purposes include but are not limited to the followings. IHEP is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.

1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.

2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.

3. The type of housing assistance provided, broken out by the number of individuals.

4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

5. Number of Instances of Service.

6. Increases in capacity for new and existing programs.

7. The number of unsheltered homeless individuals becoming sheltered.

8. The number of homeless persons entering permanent housing.

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C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):

   1. Chronically Homeless
   2. Homeless veterans
   3. Unaccompanied Homeless Youth
   4. Homeless persons in families with children

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

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

DocuSign Envelope ID: 776A1143-05A0-4F45-ACCB-720BE2A21837

ATTACHMENT I
PII Privacy and Security Standards

I. PHYSICAL SECURITY

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

A. Secure all areas of the Grantor 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 Grantor staff.

D. Require Grantor 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 Grantor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is 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

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

C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.

D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.

F. Patch Management.
   1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
   2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
   3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
   4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. User IDs and Password Controls.
   1. All users must be issued a unique user name for accessing PII.
   2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
   3. Passwords are not to be shared.
   4. Passwords must be at least eight (8) characters.
   5. Passwords must be a non-dictionary word.
   6. Passwords must not be stored in readable format on the computer or server.
   7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
   8. Passwords must be changed if revealed or compromised.
   9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
      a. Upper case letters (A-Z)
      b. Lower case letters (a-z)
      c. Arabic numerals (0-9)
      d. Special characters (!,@,#, etc.)

H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

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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 Grantor 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.

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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 Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor 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.

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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 Grantor 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 Grantor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Grantor 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:

Civil Rights Coordinator
Department of Housing and Workforce Solutions
3403 10th Street Suite 300
Riverside, CA 92501

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HWSCoC-0004868

ATTACHMENT II

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Inland Empire Health Plan. This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of Agreement HWSCoC-0004868 (the "Underlying Agreement") between the County of Riverside ("County") and Inland Empire Health Plan ("Grantor") and shall be effective as of the date the Underlying Agreement is approved by both parties (the "Effective Date").

RECITALS

WHEREAS, County and Grantor entered into the Underlying Agreement pursuant to which the Grantor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Grantor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Grantor or Grantor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Grantor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Grantor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Grantor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

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NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

      (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Grantor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

         (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

         (b) The unauthorized person who used the PHI or to whom the disclosure was made;

         (c) Whether the PHI was actually acquired or viewed; and

         (d) The extent to which the risk to the PHI has been mitigated.

      (2) Breach excludes:

         (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

         (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

         (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

   B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

   C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

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D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

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D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

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P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

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C. Grantor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

D. Grantor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Grantor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Grantor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

A. County agrees to make its best efforts to notify Grantor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Grantor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

B. County agrees to make its best efforts to promptly notify Grantor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Grantor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

C. County agrees to make its best efforts to promptly notify Grantor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Grantor's use or disclosure of PHI and/or ePHI.

D. County agrees not to request Grantor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Grantor can perform its obligations under this Addendum and/or Underlying Agreement.

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5. **Obligations of Grantor.** In connection with the use or disclosure of PHI and/or ePHI, Grantor agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). Grantor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Grantor shall promptly notify County if Grantor is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to Grantor of a use or disclosure of PHI and/or ePHI by Grantor in violation of this Addendum.

E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Grantor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Grantor agree through contract to the same restrictions and conditions that apply to Grantor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Grantor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Grantor on behalf of County, for purposes of determining, investigating or auditing Grantor's and/or County's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Grantor shall promptly notify County upon Grantor's receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

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L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Grantor is to carry out County's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Grantor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Grantor, and if such steps are unsuccessful, Grantor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Grantor agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Grantor uses or maintains electronic health records. Grantor shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Grantor or Grantor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Grantor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Grantor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

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B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by Grantor 's workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Grantor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to County any security incident of which Grantor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Grantor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Grantor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by v as of the first day on which such breach is known to Grantor or, by exercising reasonable diligence, would have been known to Grantor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Grantor (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Grantor:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Grantor to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what Grantor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by Grantor, Grantor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Grantor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If Grantor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Grantor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Grantor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Grantor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Grantor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Grantor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Grantor shall maintain documentation sufficient to demonstrate that all notifications were made by Grantor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Grantor 's completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) Grantor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

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(2) Grantor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Grantor detects such incident. Grantor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

A. Grantor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Grantor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Grantor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Grantor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by Grantor, Grantor shall, at their sole cost, have the right to use counsel of their 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 action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Grantor's indemnification to County as set forth herein. Grantor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Grantor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Grantor's expense, for the defense or settlement thereof. Grantor's obligation hereunder shall be satisfied when Grantor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Grantor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Grantor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

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10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Grantor, or created or received by Grantor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

(3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

(1) Upon termination of this Addendum, for any reason, Grantor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Grantor on behalf of County, and, in the event of destruction, Grantor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Grantor. Grantor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that Grantor determines that returning or destroying the PHI and/or ePHI is not feasible, Grantor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Grantor that return or destruction of PHI and/or ePHI is not feasible, Grantor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Grantor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Grantor is required to document or maintain documentation pursuant to the terms of this Addendum, Grantor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

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B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of Grantor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**

(1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.

(2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to County.** All notifications required to be given by Grantor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Grantor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

— — — — — — — TO BE COMPLETED BY COUNTY PERSONNEL ONLY— — — — — — —

County Departmental Officer: _____

County Departmental Officer Title: _____

County Department Address: _____

County Department Fax Number: _____

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ATTACHMENT III
IEHP 2023 Payment Request – Required Backup Documentation

County of Riverside
Housing and Workforce Solutions
Continuum of Care
3403 10th Street, Suite 300
Riverside, CA 92501

INVOICE

INVOICE #: HHIPIEHP-XXX
DATE: XX-XX-202X

TO:
Inland Empire Health Plan
10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730

PAYMENT TO:
County of Riverside Continuum of Care
3403 10th Street, Suite 300
Riverside, CA 92501

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Housing and Homelessness Incentive Program – Grant Payment	$xxx	$xxx
		SUBTOTAL	**$xxx**
		SALES TAX	0
		SHIPPING & HANDLING	0
		TOTAL DUE	$xxx

Make checks payable to County of Riverside
If you have any questions concerning this invoice, contact:
Brandon Trahan, CGFM - Principal Accountant
(951) 295-2310 - btrahan@rivco.org

THANK YOU FOR YOUR SUPPORT

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REQUIRED DOCUMENTATION FOR INLAND EMPRIE HEALTH PLAN (IEHP) CLAIMS
Revised February 28, 2023

GENERAL GUIDELINES
❖ Claims must be submitted in an organized format.
❖ All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖ Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖ Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖ All claims must be in accordance with the terms and conditions of your contract.
PERSONALLY IDENTIFIABLE INFORMATION (PII)
❖ All PII of program participants **must** be redacted, including:
❖ Name, Date of birth, Social Security Number, Driver's License Number
❖ Instead of the client's name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.
❖ **SIGNED/DATED** Payment Request Form (current version ~~of Form 3106 or~~ Form 2076A, depending on the grant)
❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)

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STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense
▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the **specific** grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted
▪ Proof of payment of the credit card statement (cancelled check or check stub)

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ATTACHMENT IV
HMIS Participating Agency Agreement

COUNTY OF RIVERSIDE CONTINUUM OF CARE
HMIS PARTICIPATING AGENCY AGREEMENT

_____ ("AGENCY") has elected to participate in the County of Riverside Continuum of Care Homeless Management Information System ("HMIS") and therefore is entering into this HMIS Participating Agency Agreement (this "Agreement"). The AGENCY and its personnel are permitted to use HMIS and security services on their computer systems through an Internet connection. The HMIS is a database and case management system that collects and maintains information on the characteristics and service needs of clients. The system collects and stores client –level data, which can be used to generate unduplicated and aggregate reports to determine the use and effectiveness of the services being provided to the homeless and at risk populations.

The Riverside County Housing, Homelessness Prevention and Workforce Solutions (HHPWS) ("HMIS LEAD") is the HUD grantee responsible for administering the HMIS grant. HMIS LEAD is the system host and provides the personnel and administrative support to operate the County of Riverside CoC HMIS. HMIS LEAD is responsible for ordering, installing and maintaining the computer and network system, implementing the software solution, providing secured access for participating agencies, troubleshooting problems, and offering training and on-going technical support.

AGENCY agrees to abide by all laws, and the County of Riverside CoC HMIS Charter pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support HMIS.

In consideration of their mutual undertakings and covenants, the AGENCY and HMIS LEAD agree as follows:

1. **General Understandings:**

   A. Definitions. In this Agreement, the following terms will have the following meanings:

      i. "AGENCY staff" refers to employees, volunteers, contractors, or any other agents of the AGENCY.

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ii. "Breach" shall mean the acquisition, access, use or disclosure of Identifying Information in a manner not permitted as defined in any Federal or State law, including, but not limited to:
   a. The Health Insurance Portability and Accountability Act, 45 CFR section 164.502 ("HIPAA");
   b. The Health Information Technology for Economic and Clinical Health Act, 42 USC 17921;

iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.; "Client" refers to a person receiving services from the AGENCY.

iv. "De-Identifying Information" (also referred to as "non-identifying" information) refers to data that has specific Client demographic information removed, to allow use of the data *without identifying* a specific Client.

v. "Enter" or "entry" refers to the entry of any Client information into the HMIS.

vi. "HMIS" refers to the Homeless Management Information System.

vii. "HMIS staff" refers to the employees, contractors, or agents of HMIS LEAD assigned to administer the HMIS, as well as to analyze, review and report on the data contained in HMIS.

viii. "Identifying Information" (also referred to as "confidential" data or information) refers to information about a Client that can be used to distinguish or trace the Client's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used.

ix. "Information" refers to both De-Identifying Information and Identifying Information.

x. "AGENCY" refers generally to any service provider or organization signing this document that is participating or planning to participate in the HMIS.

xi. "Sharing," or "information sharing" refers to entering information into HMIS, or providing Identifying Information to other agencies, organizations, individuals, or providers that do not participate in the HMIS.

xii. "User" refers to AGENCY employees authorized to have, and having, access to the HMIS.

B. Use and Disclosure. Whenever AGENCY enters information into HMIS, such Identifying Information will be available to the HMIS staff who may use it to: administer HMIS, conduct analysis, coordinate services, and prepare reports to be submitted to others in de-identifying form. AGENCY use and disclosure of HMIS Identifying Information may occur only in accordance with HMIS Policies, Standard Operating Procedures.

C. Access. AGENCY agrees to allow HMIS and its subcontractors access to information provided by the AGENCY in accordance with this Agreement and to carry out its duties with respect to the HMIS, which includes without limitation,

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HMIS administration, testing, problem identification and resolution, management of the HMIS database, and data aggregation and analysis activities, as permitted by applicable state and federal laws and regulations.

2. **Confidentiality:**

A. AGENCY shall not:

i. enter information into the HMIS which it is not authorized to enter, or

ii. share information that AGENCY is not authorized to share.

By entering information into the HMIS, AGENCY represents that it has the authority to enter such information into the HMIS. To the best of AGENCY's knowledge, any information entered into the HMIS does not violate any of the Client's rights, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information.

B. AGENCY agrees to comply with all federal and state regulations regarding the confidentiality of Identifying Information, including, but not limited to:

i. The Health Insurance Portability and Accountability Act, 45 CFR Parts 160, 162 and 164 ("HIPAA");
ii. The Health Information Technology for Economic and Clinical Health Act ("HITECH Act");
iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.;
iv. California Welfare and Institutions Code section 5328 et seq.;
v. California Evidence Code section 1010 et seq.;
vi. Code of Federal Regulations, at 42 CFR Part 2.

C. To the extent that information entered by AGENCY into the HMIS is or becomes subject to additional restrictions, AGENCY will immediately inform HMIS in writing of such restrictions.

3. **Display of Notice:**

i. Pursuant to the notice published by the Department of Housing and Urban Development ("HUD") on July 30, 2004, AGENCY will prominently display at each intake desk (or comparable location) the ***HMIS Notice of Privacy Practices*** approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information. It is AGENCY's responsibility to ensure that each Client understands his or her rights. Additionally, if AGENCY maintains a public webpage, the current

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version of the ***HMIS Notice of Privacy Practices*** must be posted on the webpage. The current form of ***HMIS Notice of Privacy Practices***, which may be modified from time to time at HMIS's LEAD's discretion, is attached to and incorporated into this Agreement by reference, and is available from HMIS LEAD or on its website http://HMIS LEAD.co.riverside.ca.us/homeless-programs.

4. **Information Collection, Release and Sharing Consent:**

A. Collection of Identifying Information. AGENCY must collect information by lawful and fair means with the knowledge or consent of the Client. Any Identifying Information collected by the AGENCY must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, Identifying Information should be accurate, complete and timely. . AGENCY must post Mandatory Collection Notice at each intake desk or comparable location. Privacy and Mandatory Collection Notices must be made available in writing at the client's request.

B. Obtaining Client Consent. AGENCY will obtain the informed consent of the Client by having the Client sign the ***Consent*** form.

C. Sharing. Prior to sharing any of a Client's information with an AGENCY or organization outside of the HMIS, except as provided in the ***HMIS Notice of Privacy Practices***, approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information, AGENCY will provide the Client with a copy of its client consent and/or release of information form ("Consent"). Following an explanation regarding the entity or individual that the information will be shared with and how it will be used, the AGENCY will obtain the informed consent of the Client by having the Client sign the ***Consent*** form specific to that other AGENCY or outside organization.

D. Consent Form. AGENCY shall keep all copies of the signed ***Consent*** form for a period of seven (7) years after the Client signed the consent form. Such forms shall be available for inspection and copying by HMIS and/or the U.S. Department of Housing and Urban Development, at any time.

E. Refusal of Services. AGENCY may not refuse or decline services to a Client or potential Client if that person:

i. objects to the entry of its information in the HMIS; or

ii. refuses to share his or her personal information with the AGENCY or cannot remember certain information; however, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

DocuSign Envelope ID: 776A1143-05A0-4F45-ACCB-720BE2A21837

5. **HMIS Policies and Standard Operating Procedures:**

Notwithstanding any other provision of this Agreement, AGENCY's use of and participation in the HMIS, and the use, disclosure, and submission of data to and from the HMIS shall, at all times, be governed by the ***HMIS Notice of Privacy Practices*** and the ***HMIS Charter***, as revised from time to time, at the sole discretion of HMIS. Such ***HMIS Charter*** is incorporated in this Agreement by reference and is located at http://HMIS LEAD.co.riverside.ca.us/homeless-programs/management-information-system
In the event of a conflict between this Agreement and the ***HMIS Charter***, the latter shall control.

6. **Sharing HMIS Data:**

AGENCY shall not release any Identifying Information received from the HMIS to any other person or organization without the written informed consent of the Client, unless such disclosure is required by law or in accordance with the ***HMIS Notice of Privacy Practices***.

Basic Client profile data entered into HMIS (with consent), which includes Client demographic data will be shared with all Agencies in the HMIS system in an effort to reduce the event of duplicative Client records and/ or intakes. This includes the following data elements:

- 3.1 Name
- 3.2 Social Security Number
- 3.3 Date of Birth
- 3.4 Race
- 3.5 Ethnicity
- 3.6 Gender
- 3.7 Veteran Status
- 3.15 Relationship to Head of Household

Client's project level data will only be shared with agencies that have signed an ***Inter-Agency Data Sharing Agreement***. This includes the following data elements:

- 3.8 Disabling Condition
- 3.10 Project Start Date
- 3.11 Project Exit Date
- 3.12 Destination
- 3.16 Client Location
- 3.20 Housing Move-in Date
- 3.917 Living Situation
- 4.2 Income and Sources
- 4.3 Non-Cash Benefits
- 4.4 Health Insurance
- 4.5 Physical Disability
- 4.6 Developmental Disability
- 4.7 Chronic Health Condition
- 4.8 HIV/AIDS
- 4.9 Mental Health Problem
- 4.10 Substance Abuse
- 4.11 Domestic Violence
- 4.12 Contact
- 4.13 Date of Engagement
- Enrollment History (Project and Organization name)

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7. **Client Inspection/Correction:**

Upon receipt of a written request from a Client, AGENCY shall allow the Client to inspect and obtain a copy of his or her own information during regular business hours. AGENCY is not required to provide a Client access to information (a) compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding; (b) about another individual; (c) obtained under a promise of confidentiality if disclosure would reveal the source of the information; and (d) which, if disclosed, would be reasonably likely to endanger the life or physical safety of any individual. AGENCY must allow a Client to correct information that is inaccurate or incomplete; provided, however, that prior to correcting such information, AGENCY shall consult with HMIS. Such consultation is necessary to ensure proper coordination between the AGENCY's response and the capabilities of the HMIS system, unless the requested correction is a routine correction of a common data element for which a field exists in HMIS (*e.g.*, date of birth, prior residence, social security number, etc.). AGENCY is not required to remove any information as a result of a correction, but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

8. **Security:**

AGENCY shall maintain the security and confidentiality of information in the HMIS and is responsible for the actions of its employees, contractors, volunteers, or agents and their proper training and supervision. AGENCY agrees to follow the ***HMIS Policies and Standard Operating Procedures*** on security (hereafter "Security Rule"), which by this reference is incorporated herein and which may be modified from time to time at HMIS LEAD's discretion. At its discretion, HMIS LEAD may conduct periodic assessments of AGENCY to monitor its compliance with the Security Rule. The steps AGENCY must take to maintain security and confidentiality include, but are not limited to:

A. Access. AGENCY will permit password-protected access to the HMIS only to authorized AGENCY staff who need information from the HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). AGENCY will limit the access of such staff to only those records that are immediately relevant to their work assignments.

B. User Code of Ethics. Prior to permitting any User to access HMIS, AGENCY will require the User to sign an ***HMIS User Agreement/Code of Ethics*** ("User Code of Ethics"), which is incorporated herein by this reference and which may be amended from time to time at HMIS LEAD's discretion. AGENCY will comply with and enforce the User Code of Ethics and will inform HMIS LEAD immediately in writing of any breaches of the User Code of Ethics.

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i. Any staff, volunteer or other person who has been granted a User ID and password and is found to have committed a breach of system security and/or Client confidentiality will have his/her access to the database revoked immediately.

ii. In the event of a breach of system security or Client confidentiality, the Director of the AGENCY shall notify HMIS LEAD within twenty-four (24) hours. Any AGENCY that is found to have had breaches of system security and/or Client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the AGENCY prevent further breaches.

Probation shall remain in effect until HMIS LEAD has evaluated the AGENCY's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Code of Ethics. Subsequent violations of system security may result in suspension from the HMIS.

C. User Authentication. AGENCY will permit access to HMIS only with use of a User authentication system consisting of a username and a password which the User may not share with others. Written information pertaining to User access (*e.g.*, username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, or include the username, the HMIS vendor's name, the HMIS LEAD name, the AGENCY's name, or consist entirely of any word found in the common dictionary or any of the forenamed words spelled backwards. The use of default passwords on initial entry into the HMIS is allowed so long as the User changes the default password on first use. Individual Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and HMIS LEAD. Passwords and usernames shall not be exchanged electronically without HMIS LEAD's approval.

D. Hard Copies. The AGENCY must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS LEAD, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS LEAD that contains such information must be supervised at all times when it is in a public area. If AGENCY staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other equivalent means with approval by HMIS LEAD. Written information specifically pertaining to User access (*e.g.*, username and password) must not be stored or displayed in any publicly accessible location.

E. Training/Assistance. HMIS LEAD will conduct ongoing basic confidentiality training for all persons with access to the HMIS and will train all persons who may receive

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information produced from the HMIS on the confidentiality of such information. AGENCY will participate in such training as is provided from time to time by HMIS LEAD. Representatives of HMIS LEAD will be reasonably available during HMIS's defined weekday business hours for technical assistance (*e.g.*, troubleshooting and report generation).

9. **Information Entry Standards:**

A. Information entered into HMIS by AGENCY will be truthful, accurate, complete and timely to the best of AGENCY's knowledge.

B. AGENCY will ***not*** solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

C. AGENCY will only enter information into the HMIS database with respect to individuals which it serves or intends to serve, including through referral.

D. AGENCY will enter information into the HMIS database within seven (7) calendar days of data collection.

E. AGENCY will **not** alter or over-write information entered by another AGENCY.

HMIS LEAD reserves the right to, in its sole discretion, delete or segregate information entered into the HMIS by an AGENCY, or take any other appropriate measures, to maintain the accuracy and integrity of the HMIS or to avoid compromising the HMIS goal of maintaining unduplicated counts of Clients.

AGENCY is responsible for maintaining timely, accurate and complete data in HMIS and remaining in compliance with federal regulations as well as any outside applicable regulations such as the HIPAA standards.

HMIS LEAD will conduct an annual monitoring site visit to ensure compliance with HUD and Riverside County CoC HMIS requirements. HMIS LEAD will provide utilization reports to participating agencies on a regular basis to include data quality and tracking.10. **Use of the HMIS:**

A. AGENCY will not access Identifying Information for any individual for whom services are neither being sought nor provided by the AGENCY. AGENCY may access Identifying Information of the Clients it serves and may request, in writing addressed to HMIS LEAD's authorized officer shown on the signature page of this Agreement, access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS Participating Agencies.

DocuSign Envelope ID: 776A1143-05A0-4F45-ACCB-720BE2A21837

B. AGENCY may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.

C. AGENCY and HMIS LEAD will report only non-identifying information in response to requests for information from the HMIS.

D. AGENCY will use the HMIS for its legitimate business purposes only.

E. AGENCY will not use the HMIS to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

F. AGENCY shall not use the HMIS to aggregate data to compare the performance of other Participating Agencies, without the express written consent of HMIS LEAD and each of the Participating Agencies being compared.

G. Notwithstanding any other Section of this Agreement, the parties may use or disclose for any lawful purpose information that: (a) is in the possession of the party prior to the time of the disclosure to the party through the HMIS and was not acquired, directly or indirectly, from the HMIS; or (b) is made available to the party by a third party who has the legal right to do so.

11. **Proprietary Rights of the HMIS:**

A. AGENCY or HMIS LEAD staff shall assign passwords and access codes for all AGENCY Staff that meets other privacy, training and conditions contained within this Agreement.

B. AGENCY or HMIS LEAD staff shall not assign passwords or access codes to any other person not directly connected to or working for their own AGENCY.

C. AGENCY shall be solely responsible for all acts and omissions of its Users, and all other individuals who access the HMIS either through the AGENCY or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the AGENCY or any of the AGENCY's Authorized Users, with respect to the HMIS and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the AGENCY. Each AGENCY shall certify:

i. That its Users have received training regarding the confidentiality of HMIS information under all applicable federal, state, and local laws and agree to protect the Information in compliance with such laws and this Agreement;

ii. That its Users shall only access the HMIS for purposes approved by the AGENCY and that are consistent with this Agreement;

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iii. That its Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual. AGENCY shall ensure that all Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;

iv. That its Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the AGENCY; and

v. That it has restricted access to the HMIS only to the Users that the AGENCY has identified pursuant to this Section.

D. AGENCY shall terminate the rights of a User immediately upon the User's termination from his or her position. In the alternative, AGENCY must immediately notify HMIS LEAD staff of the User's termination to allow HMIS LEAD staff to terminate the User's access rights. The AGENCY is responsible for removing HMIS Users from the system.

E. AGENCY shall be diligent not to cause in any manner or way, corruption of the HMIS, and AGENCY agrees to be responsible for any damage it may cause.

12. **HMIS Administrators Council:**

The County of Riverside Continuum of Care (CoC) delegates oversight and guidance of the HMIS and related activities to the HMIS Administrators Council ("HMIS COUNCIL"). A list of the current members of the HMIS COUNCIL may be obtained from http://HMIS LEAD.co.riverside.ca.us/homeless-programs. The HMIS LEAD staff will consult with the HMIS COUNCIL from time to time regarding issues such as revision to the form of this Agreement. Written AGENCY complaints that are not resolved may be forwarded to the HMIS COUNCIL which will try to reach a voluntary resolution of the complaint.

12. **Insurance**

HMIS Data sharing participating agencies must maintain insurance as provided in subrecipients contract with DPSS.

13. **Limitation of Liability and Indemnification:**

A. Except as provided in this Section, no party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement or its participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or

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liability for the acts of any other person or entity through participation in HMIS except for the acts and omissions of its own employees, volunteers, agents or contractors. The parties specifically agree that this Agreement is for the benefit of the parties only and creates no rights in any third party.

B. AGENCY agrees to indemnify, defend and hold harmless HMIS LEAD, including its directors, officers, employees, representatives, and agents from and against any and all claims and liabilities (including, without limitation, all damages, costs, and expenses, including legal fees and disbursements paid or incurred) arising from the intentional acts or omissions, negligence, or strict liability of AGENCY, its directors, officers, employees, representatives, or agents, or AGENCY's breach of this Agreement, including any breach associated with Identifying information. This Section shall survive the termination of this Agreement.

C. Without limiting any other provision of this Agreement, AGENCY and its Users shall be solely responsible for all decisions and actions taken or not taken involving services, treatment, patient care, utilization management, and quality management for their respective patients and Clients resulting from or in any way related to the use of the HMIS or the Information made available thereby. AGENCY and Users shall have no recourse against, and hereby waive, any claims against HMIS LEAD for any loss, damage, claim or cost relating to or resulting from its own use or misuse of the HMIS.

D. AGENCY acknowledges and agrees that the HMIS is an information management tool only and that it contemplates and requires the involvement of Agencies and Users that are qualified to maintain, collect and enter information into the HMIS. AGENCY further acknowledges and agrees that HMIS LEAD has not represented its services as having the ability to perform any tasks that constitute the practice of medicine or of other professional or academic disciplines. HMIS LEAD shall not be responsible for any errors, misstatements, inaccuracies, or omissions regarding the content of the HMIS, although every effort has been made to ensure its quality and accuracy. AGENCY assumes all risk for selection and use of the content in the HMIS.

E. All data to which access is made through the HMIS originates from Participating Agencies, and not from HMIS LEAD. All such data is subject to change arising from numerous factors, including without limitation, changes to Client information made at the request of the Client, changes in the Client's condition, the passage of time and other factors. HMIS LEAD neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of this Agreement, HMIS LEAD shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by AGENCY, or used by AGENCY, pursuant to this Agreement.

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F. Access to the HMIS and the information obtained by AGENCY pursuant to the use of those services are provided "as is" and "as available." AGENCY is solely responsible for any and all acts or omissions taken or made in reliance on the HMIS or the information in the HMIS, including inaccurate or incomplete information. It is expressly agreed that in no event shall HMIS LEAD be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if HMIS LEAD has been apprised of the possibility or likelihood of such damages occurring. HMIS LEAD disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the HMIS.

14. **Limitation of Liability:**

HMIS LEAD shall not be liable for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

15. **Disclaimer of Warranties:**

HMIS LEAD makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, to any AGENCY or any other person or entity as to the services of the HMIS or as to any other matter.

16. **Additional Terms and Conditions:**

A. AGENCY will abide by such guidelines as are promulgated by HUD and HMIS LEAD from time to time regarding administration of the HMIS.

B. AGENCY and HMIS LEAD intend to abide by applicable State and Federal laws. Should any term of this Agreement be inconsistent with applicable law, or should additional terms be required by applicable law, AGENCY and HMIS LEAD agree to modify the terms of this Agreement so as to comply with applicable law.

C. Neither HMIS LEAD nor AGENCY will transfer or assign any rights or obligations regarding the HMIS without the written consent of the other party.

D. This Agreement will be in force until terminated by either party. Either party may terminate this Agreement with thirty (30) days written notice. Either party may also terminate this Agreement immediately upon a material breach of this Agreement by the other party, including but not limited to a breach of the ***HMIS Charter (Policies and Standard Operating Procedures)*** by AGENCY. Upon termination of this Agreement, AGENCY shall remain liable for (and nothing in this Agreement shall prevent HMIS LEAD from recovering) any fees, costs, or expenses that have been incurred prior to the

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termination of this Agreement. HMIS LEAD and the remaining Participating Agencies will maintain their rights to use all of the information previously entered by AGENCY except to the extent a restriction is imposed by the Client or applicable law.

E. Copies of AGENCY data will be provided to the AGENCY upon termination of this Agreement at the AGENCY's written request to HMIS LEAD made within sixty (60) days after the termination of this Agreement. Information will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to AGENCY within sixty (60) calendar days of receipt of written requests for data copies. HMIS LEAD reserves the right to charge AGENCY's HMIS actual costs for providing such data to AGENCY.

F. Except as otherwise provided, no action taken by either party, or its officers, employees or agents, pursuant to this Agreement, shall be deemed to constitute an action of the other party, or shall be construed to place the parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either party any express or implied power, right or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly provided herein. HMIS LEAD and AGENCY intend and agree that they and their respective agents or employees shall serve as independent contractors and not as employees of the other party, and this Agreement shall not be considered a hiring by either party or a contract of employment.

G. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this Agreement may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the party waiving compliance.

H. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

I. Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other, which consent will not be unreasonably withheld. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

J. Any notice required or permitted to be given under this Agreement shall be conclusively deemed to have been received by a party to this Agreement on the day it is delivered to such party at the address indicated in the signature block below, or at such other address as such party shall specify to the other party in writing, or if sent by registered or certified mail, on the third business day after the date on which it is mailed to such party at said address.

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K. This Agreement sets forth the entire understanding between the parties with respect to the matters contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

L. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without such invalid or unenforceable provisions.

M. The Parties affirm that this Agreement has been entered into in the State of California and will be governed by and construed in accordance with the laws of the State of California, notwithstanding any state's choice of law rules to the contrary. Any action to enforce, challenge or construe the terms or making of this Agreement or to recover for its breach shall be litigated exclusively in a state or federal court located in the State of California.

This Agreement is executed between (AGENCY) and (HMIS LEAD) and upon execution the AGENCY will be given access to the HMIS with the terms herein set forth. This agreement will be signed by the Executive Director at the Participating AGENCY.

Tanya Torno		
HMIS LEAD	SIGNATURE	DATE

AGENCY NAME		

AGENCY CEO/EXECUTIVE DIRECTOR	SIGNATURE	DATE

I have read the AGENCY Agreement and understand that this technology is for HMIS purposes only.

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ATTACHMENT V
Privacy Data Notice

Appendix C: Privacy Notice (Posted Sign)

PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE READ IT CARFULLY.

Effective Date:

Our Duty to Safeguard your Protected Information

_____ **(Agency Name)** collects information about who uses our services. We will ask for your permission to enter the information we collect about you and your family into a computer program called the Continuum of Care for Riverside County HMIS. Although the CoC HMIS helps us keep track of your information, individual and identifiable information about you is considered "Personal Protected Information" (PPI). We are required to protect the privacy of your identifying information and to give you notice about how, when and why we may use or disclose the information you give us.

We are also required to follow the privacy practices described in this Notice, although _____ **(Agency Name) reserves the right to change our privacy practices and the terms of this Notice at any time.** You may request a copy of the notice from any participating **CoC HMIS Collaborative Agency.**

How We May Use and Disclose Your Information

We use and disclose collective information for a variety of reports. We have a limited right to include some of your information for reports on homelessness and services needed by those who are homeless. Information that could be used to tell who you are will never be used for these reports. We will not turn your information over to a national database. We must have your written consent to use or disclose your information unless the law permits or requires us to make the use of or to disclose without your permission. Please review the Client Informed Consent/Release of Information Authorization for details.

Individual Rights Regarding Your Information

- You have the right to receive services even if you choose NOT to participate in the CoC HMIS. However, clients may be refused program entry for not meeting other agency eligibility criteria.
- You have the right to ask for information about who has seen your information.

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- You have the right to ask for information about who has seen your information.

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You have the right to see your information and change it, if it is not correct.

Riverside County HMIS Lead Agency
Housing, Homelessness Prevention, and Workforce Solutions Department
4060 County Circle Drive, Riverside, CA 92503

MANDATORY COLLECTION NOTICE

We collect personal information directly from you for reasons that are discussed in our privacy statement. We may be required to collect some personal information as mandated by law or as requested from organizations that fund this program. Other personal information we collect is necessary to operate programs, improve services and better understand the needs of homelessness. We collect appropriate information only. A Privacy Notice is available upon request.

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ATTACHMENT VI
HHIP IEHP Investment Plan Workbook

County	Investment Topic #	Gap/Need Addressed	Investment Activity Description	$ Allocated	$ Incentive
Riverside	1. CoC Support	Enhance partnership between MCP and CoCs	• $1M to Riverside CoCs to supplement existing HHAP financial plans and strengthen housing related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications) • $1.5M over 3 years to support the Homeless Point-in-Time Count for the County of Riverside's "More Than a Count" Initiative that will strategically place and coordinate transportation, medical screenings, and interim placements for those identified during the day of the count	$2,500,000.00	
Riverside	2. CES Support	Improve connection and integration with local CES	• $500,000 to support Riverside County CES' infrastructure development and enhancement including software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees)	$500,000.00	
Riverside	3. Community Supports Services Enhancement	Provide more medically appropriate and cost-effective housing related services to MCP members who are experiencing homelessness	• $250,000 to enhance community supports vendors to incentivize landlords • $500,000 may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services	$750,000.00	

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Riverside	4. CoC collaboration and partnerships	Increase the number of data sharing agreements with counties, COC, and/or organizations that deliver housing services allowing for timely exchange of information and member matching	• $2M to support the expansion of contractual arrangements with housing-related service Providers who can provide interim housing, rental assistance, supportive housing, outreach services, and/or prevention/diversion services.	$2,000,000.00	
Riverside	5. DMC-ODS Support and Collaboration	MHP and DMC-ODS do not capture housing status. (they may have their own homeless indicators)	• $500,000 to Riverside County to improve the sharing of patient information including, member matching and current housing status, integration, coordination of care, and case management with MHPs.	$500,000.00	
Riverside	6. Homeless Shelter Respite Care Center Development	Lack of respite care and shelter beds	• $5M over 3 years to directly support capital improvements for the shelter's respite care program. The center will support 10 respite care beds and a total of 60 shelter beds. IEHP will negotiate a percentage of beds be reserved for IEHP Members.	$5,000,000.00	

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Riverside	7. Disparities and Equity Services Support	Address disparities and equity in service delivery, housing placements, and housing retention	• $1M to support Riverside CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions. • $1M to address disparities and equity by supporting entities who provide services to the LBGTQ+ and HIV/AIDS population.	$2,000,000.00	
Riverside	8. Street Medicine Support	Increase ability to identify and house individuals who are not accounted for in reports, require more urgent services, and dissemination of information	• $1M for IEHP to directly contact with a street medicine provider/teams who provide medical care for patients experiencing homelessness using "street medicine" model best practices and create increase encampment response. • $5.1M to support the County and CoC to integrate street medicine professionals into supervisorial street medicine teams.	$6,100.000.00	
Riverside	9. HMIS Collaboration and Enhancement	HMIS is not being used to its full potential	• $750,000 to support the expansion of the CoC's No Wrong Door Approach by increasing the number of licenses available to support users across all sectors and forward-facing dashboards to measure project and system performance towards achieving metrics. Additionally, help with resource support to assist Plan/County Member matching efforts. • $3M to incentivize County HMIS to enhance member matching capabilities and develop capabilities to allow for timely alerts of changes in a Member's housing status.	$750,000.00	$3,000,000.00

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Riverside	10. Community Supports	Increasing community support providers and housing-related care services	• $2M to expand the network of Community Support Providers as well as augment housing-related care services to include increased case management services in clinics, behavioral health staffing, respite beds, and substance abuse and/or prevention programs. • $3M to incentivize IEHP's Community Support Providers to increase the number of housing related and recuperative care Community Support (CS) services for IEHP Members. Funding to also incentivize CS Providers to be able to electronically receive, follow-up.	$2,000,000.00	$3,000,000.00
Riverside	11. Permanent Supportive Housing	Addressing lack of infrastructure and housing space/beds	• $10.5M to support the CoC's development/infrastructure for capital improvement projects that are in progress and/or nearing completion to support and expand the capacity in Riverside County to sustainably house IEHP Members. • Funding will also help support infrastructure costs to support 808 beds and facilitate linkages to healthcare treatment for physical health, mental health, and substance use . • $6M to incentivize housing related service providers to sustainably house IEHP members.	$10,500,000.00	$6,000,000.00
Totals				$32,600,000.00	$12,000,000.00
Total Funding Amount				Not to exceed $44,600,000	

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ATTACHMENT VII
HHIP Incentive Funding
Companion Document to HHIP Investment Plan

INVESTMENT PLAN ACTIVITY	COUNTY, COC, or BOTH	EARN UP TO AMOUNT	DELIVERABLE/MILESTONE REQUIRED FOR INCENTIVE PAYMENT	DUE DATE
9. HMIS Collaboration and enhancement	County	3 Million	County has the ability to earn incentivized amounts for demonstrating successful milestone completion of the following: A. **(16.6%/504K)** IEHP ability to successfully receive timely alerts from County local HMIS when IEHP's member experiences a change in housing status B. **(10.4%/312K)** Report of unique number of IEHP Members who were screened for homelessness or risk of homelessness during measurement period 2 (1/1/23 – 10/31/23) C. **(10.4%/312K)** Report of unique number of IEHP members who received at least one of the following housing-related Community Supports (list below) offered during measurement period 2 (1/1/23 – 10/31/23) a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs D. **(10.4%/312K)** Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 2 (1/1/23 – 10/31/23) E. **(10.4%/312K)** Reports of unique number of IEHP Members who were housed for at least 1 day during baseline measurement period (1/1/22 – 4/30/22) F. **(10.4%/312K)** Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22)	On or before October 31, 2023

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			G. **(10.4%/312K)** Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (1/1/22 – 12/31/22) and remained housed as of 10/31/23 H. **(10.4%/312K)** Unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22) and remained housed as of 10/31/23 I. **(10.4%/312K)** Report of the number of IEHP Members receiving care from a street medicine provider during the measurement period 2 (1/1/23 – 10/31/23)	
10. Community Supports	County/CoC	3 Million	County has the ability to earn incentive funding for each successful demonstration below. (County eligible to receive 35K for each successful demonstration if received no later than 10/31/23. 25K for each successful demonstration if received after 10/31/23.) A. New county or county-subcontracted Community Supports provider that can receive, follow up, and close referrals electronically. Provider must be able to accept new referrals for IEHP Members and provide at least one of the following six (6) housing-related community supports services: a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs B. County or County subcontracted Community Supports provider shall maintain capacity for referrals and align/build their workforce accordingly. County will confirm/attest that community support provider has the ability to accept twenty (20) referrals per month, per service. Provider must provide at least one of the following six (6) housing-related community supports services:	35K if received no later than 10/31/23. 25K if received after 10/31/23

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			a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs C. County or County subcontracted Community Supports provider shall be able to able to demonstrate gradually expanded coverage to priority areas as deemed appropriate by the Health Plan. County will confirm/attest when provider has expanded coverage to at least one of the IEHP's expanded zip code areas (zip codes available upon request). Provider must provide at least one of the following six (6) housing-related community supports services: a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs	
11. Permanent Supportive Housing	County	6 Million	IEHP will fund existing and new Permanent Supportive Housing (PSH) projects with new/expanded capacity. Each new PSH unit is eligible for $1K in incentive funding and is not limited to a maximum qualifying units. Earned incentive funding can be spent on construction/infrastructure, case management services, administrative/operational costs, IT, and/or any other IEHP-approved activity.	

Riverside County Board of Supervisors
Request to Speak

Submit request to Clerk of Board (right of podium). Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: ROY BLEVINS

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** 3.29-3.37 (NINE ITEMS)

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____**Support** _____**Oppose** _____**Neutral**

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____**Support** _____**Oppose** _____**Neutral**

I give my 3 minutes to: _____

(Revised: 08/16/2022)

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. Speakers are prohibited from bringing signs, placards or posters into the hearing room.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using course, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.