

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



ITEM: 3.32
(ID # 28307)

MEETING DATE:
Tuesday, July 29, 2025

FROM : HOUSING AND WORKFORCE SOLUTIONS

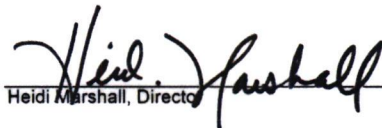
SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify Acceptance of the Homeless Housing, Assistance and Prevention Program Round 5 (HHAP-5) Grant Allocation from the California Department of Housing and Community Development (HCD) to the Riverside City & County Continuum of Care for the period ending June 30, 2029; Authorize Director of HWS to Execute the Standard Agreement with the HCD; All Districts. [Total Cost: \$5,356,513.81 - 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify Acceptance of the Homeless Housing, Assistance and Prevention Program Round 5 (HHAP-5) grant funds from the California Department of Housing and Community Development (HCD) in the amount of \$5,356,513.81, as the Administrative Entity for the Riverside City & County Continuum of Care (Riverside County CoC) allocation, for the period ending June 30, 2029, to prevent, reduce, and end homelessness;
2. Ratify Authorization of the Director of Housing and Workforce Solutions (HWS), or designee, to execute the Standard Agreement 24-HHAP-10031 with the HCD to receive HHAP-5 Continuum of Care (CoC) funds in the total aggregate amount of \$5,356,513.81, effective upon HCD approval through June 30, 2029 (Grant Agreement), subject to availability of fiscal funding and as approved as to form by County Counsel, as well as any necessary documents related to the HHAP-5 grant award in accordance with program requirements;

Continued on Page 2


ACTION:Policy


Heidi Marshall, Director 7/15/2025

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

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Ratify and Approve the HCD required no-cost Memorandum of Understanding (MOU) between Housing and Workforce Solutions (HWS) and the City of Riverside (CoR) for HHAP-5 Continuum of Care (CoC) funds, effective through March 1, 2024 through February 28, 2028), as approved as to form by County Counsel;
4. Approve the form of the HHAP Subrecipient Agreement Template for HHAP-5 Program (template) for the agreements with subrecipients of the HHAP-5 CoC Award;
5. Authorize the Director of HWS, or designee, to administer all actions necessary related to the administration of the HHAP-5 program grant, in collaboration with the Riverside County CoC as the Administrative Entity, including the Grant Agreement and HHAP-5 Subrecipient Agreements between HWS and HHAP-5 Subrecipients, 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 HHAP-5 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 20% of the total grant amount of the awards, as approved by HCD;
6. Authorize the Director of HWS, or designee, to administer all actions necessary related to the administration of the HHAP-5 MOU, in collaboration with the Riverside County CoC as the Administrative Entity, and as approved as to form by County Counsel, to: (a) sign amendments to the agreements that make modifications to the scope of the MOU in accordance with HCD requirements; and (b) sign amendments extending the period of performance, as approved by HCD and contingent on availability of future rounds of HHAP; and
7. Authorize the Purchasing Agent to issue Purchase Order(s) for Subrecipient Agreements to selected awardees of the HHAP-5 CoC grant funding for Fiscal Years 2025–2026 through 2026–2027, not to exceed the approved funding amount.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$2,678,257	\$2,678,257	\$5,356,514	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State Funding 100%			Budget Adjustment: No	
			For Fiscal Year: 25/26 -26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

The State of California’s Interagency Council on Homelessness (Cal ICH) has made a fifth round of funding available through the Homeless Housing, Assistance and Prevention (HHAP)

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Program. HHAP-5 is a \$1 billion grant that provides local jurisdictions with flexible funding to continue efforts to end and prevent homelessness. The program is designed to build on regional coordination developed through previous rounds of Homeless Emergency Aid Program (HEAP), HHAP Rounds 1, 2, 3, and 4 funding, and COVID-19 funding.

The County of Riverside's Housing and Workforce Solutions Department (HWS) applied for two allocations under the HHAP program as follows:

Riverside County Allocation	\$5,139,100.50
Riverside County CoC Allocation	\$5,356,513.81
TOTAL	\$10,495,614.31

This item is for the awarded allocation to the Riverside City & County Continuum of Care (Riverside County CoC) as shown in bold font in the table above while the Department of HWS serves as its Administrative Entity and Continuum of Care (CoC) Lead Agency.

Riverside County CoC is committed to implementing the conditions of this funding to implement the following strategies to successfully reduce homelessness:

1. Strategically pair these funds with other local, state, and federal funds to reduce and end homelessness as laid out in, "Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness."
2. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
3. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
4. Fund projects that provide housing and services that are Housing First compliant, per Health and Safety Code section 50236(g), and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these 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. Housing First should be adopted within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

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Summary

HWS is requesting approval to accept a grant allocation from the California Department of Housing and Community Development (HCD) in the total amount of \$5,356,513.81 for the Riverside County CoC, and authority to execute the Standard Agreement 24-HHAP-10031 to accept these funds.

As part of the application process, HWS is required to complete a fair and open competition, submit the award package, and obtain authorization to give authority to the Director of HWS to execute all documents related to the application for HHAP-5 funds and submittal of funds requests, including the Standard Agreement with HCD. When HWS receives the fully executed Standard Agreement with HCD, it will enter into contracts with eligible service providers, as approved by the CoC Board of Governance, to administer HHAP-eligible activities and funding in the Riverside County area. Authorizing HWS to enter into Agreements with HHAP-5 Subrecipients will create a seamless and streamlined process when allocating grant funding to organizations located throughout the County of Riverside.

As part of Round 5 of the Homeless Housing, Assistance and Prevention (HHAP) Program, the California Interagency Council on Homelessness (Cal ICH) requires the execution of a Memorandum of Understanding (MOU) as a condition of eligibility for HHAP-5 funding. The MOU must be established between the Continuum of Care (CoC) administrative entity—represented by the Department of Housing and Workforce Solutions (HWS) and any eligible jurisdictions receiving HHAP funds. In Riverside County, the City of Riverside is the only other jurisdiction awarded HHAP-5 funding. The MOU must demonstrate meaningful coordination between the CoC and the City to align local strategies to address homelessness, avoid duplication of services, optimize the use of resources, facilitate data sharing through the Homeless Management Information System (HMIS), and support the implementation of the local Homeless Action Plan. In anticipation that an MOU will continue to be required in future rounds of HHAP funding, we are requesting delegated authority to amend the HHAP-5 MOU as necessary to remain in compliance with evolving program requirements.

Impact on Residents and Businesses

Residents and businesses will benefit as the funds will be used to address critical gaps in services and housing for seniors, families, and individuals experiencing homelessness in Riverside County. The Riverside County CoC, the County of Riverside, and its subrecipients, continue to improve the lives of men, women and children experiencing homelessness through direct housing and service programs.

Additional Fiscal Information

HHAP-5 funding has at minimum, two funding disbursements – an initial disbursement after submitting the HHAP-5 Award Package and a remainder disbursement to follow – as well as a potential third bonus disbursement if HHAP-5 performance goals are met.

The original budget allocations were submitted to State by the due date of March 27, 2024. The Riverside County CoC Board of Governance agreed to approve a broadly written Request for

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Proposals (RFP) for all eligible categories. The focus of the RFP will be countywide and allow for potential vendors to develop programs based on community needs. The actual allocations will be determined at the Board of Governance meeting. County Purchasing is not involved with Riverside County Continuum of Care procurements.

Table 1

Riverside County	
Homeless Housing Assistance and Prevention Program Funding	
HHAP Round 5 – CoC Funding Allocation	
Eligible Use Under Health & Safety Code Section 50235	Amount
Rapid Rehousing	\$2,160,695.41
Delivery of Permanent Housing and Innovative Housing Solutions	\$1,000,000.00
Street Outreach	\$1,500,000.00
Systems Support	\$267,298.30
HMIS	\$53,564.14
Administrative Activities (up to 7%)	374,955.96
TOTAL	\$5,356,513.81

Under Health and Safety Code section 50218.7(c), HHAP funding cannot be used to supplant existing local funds for homeless housing, assistance, or prevention.

Health and Safety Code section 50234(e) mandates that at least 10% of the funds must be used for services for homeless youth populations. Under Health & Safety Code section 50236(e), up to 7% of the funds may be used for program administrative costs.

ATTACHMENTS:

- ATTACHMENT A. HHAP Round 5 Award Letter
- ATTACHMENT B. HHAP-5 NOFA
- ATTACHMENT C. Standard Agreement 24-HHAP-10031
- ATTACHMENT D. MOU with the City of Riverside
- ATTACHMENT E. Subrecipient Agreement HHAP Template

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Stacy Orton
Stacy Orton, Assistant Director of Purchasing 7/16/2025

Stacey Pena
Stacey Pena, EO Management Analyst 7/21/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 7/18/2025

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, July 29, 2025, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement ID: 24-HHAP-10031 between Riverside County and the California Department of Housing and Community Development providing for: HHAP-5 Continuum of Care (CoC) Funds, effective upon HCD approval through June 30, 2029.

ROLL CALL:

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KIMBERLY A. RECTOR, Clerk of the Board

BY:  _____
Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-HHAP-10031	PURCHASING AUTHORITY NUMBER (If Applicable)
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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

Riverside City & County CoC and County of Riverside

2. The term of this Agreement is:

START DATE

Upon HCD approval

THROUGH END DATE

6/30/2029

3. The maximum amount of this Agreement is:

\$5,356,513.81 (Five Million Three Hundred Fifty Six Thousand Five Hundred Thirteen Dollars and Eighty One Cents)

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	13
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ -	Exhibit D HHAP General Terms and Conditions	11
+ -	Exhibit E Special Terms and Conditions	3
+ -	TOTAL NUMBER OF PAGES ATTACHED	31

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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.)

See Attached

CONTRACTOR BUSINESS ADDRESS

See Attached

CITY

See Attached

STATE

See Attached

ZIP

See Attached

PRINTED NAME OF PERSON SIGNING

See Attached

TITLE

See Attached

CONTRACTOR AUTHORIZED SIGNATURE

See Attached

DATE SIGNED

See Attached

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-HHAP-10031	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Diana Malimon

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Diana Malimon

DATE SIGNED

02/12/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213

Riverside City & County CoC
and County of Riverside
Contract Number: 24-HHAP-10031

CONTRACTOR:

Riverside City & County CoC


By: County of Riverside

Its: Administrative Entity

By: Heidi Marshall, Director of Housing and Workforce Solutions

Date: 02/10/2025

[print name & title of person authorized to sign]

X 

[signature of person authorized to sign]


Authorized Signatory

County of Riverside

By: Heidi Marshall, Director of Housing and Workforce Solutions

Date: 02/10/2025

[print name & title of person authorized to sign]

X 

[signature of person authorized to sign]

Authorized Signatory

Address:

3403 Tenth Street, Suite 300

Riverside, CA 92501

FORM APPROVED COUNTY COUNSEL

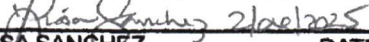
BY: 
LISA SANCHEZ DATE

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. **Authority**

This Standard Agreement (“Agreement”) is an agreement regarding Homeless Housing, Assistance, and Prevention Program Round 5 (HHAP-5 or Program) funds.

- A. The State of California established HHAP-5 pursuant to the provisions in Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50230) of Part 1 of Division 31 of the HSC. (Amended by Stats. 2023, Ch. 40, Sec. 17 (AB 129) effective July 10, 2023).
- B. The Program is administered by the California Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency (Agency). HHAP-5 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.
- C. This Standard Agreement/Contract for Funds along with all its exhibits (Agreement) is entered into by HCD and a Continuum of Care, a city, or a county (Grantee) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) dated September 29, 2023, under which the Grantee applied, HCD guidance and directives and the requirements appearing in the statutory authority for the Program cited above.

2. **Purpose**

HHAP-5 is established for the purpose of organizing and deploying the full array of homelessness programs and resources comprehensively and effectively, and to sustain existing federal, state, and local investments towards long-term sustainability of permanent housing and supportive services. The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those

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Round 5 “HHAP-5”

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individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (See HSC section 50230 et seq.).

HHAP funding shall:

- A. Be available to applicants for the purpose of reimbursement for planning and preparing the Regionally Coordinated Homelessness Action Plans required for the HHAP-5 application.
- B. Continue to build regional collaboration between Continuums of Care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness by fostering robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formulation of data-driven and cross-system plans designed to allocate resources in alignment with the state's priorities for homeless housing solutions. This means implementing strategies that create and sustain regional partnerships and prioritize permanent housing solutions.
- C. Ensure the long-term sustainability of housing and supportive services, by strategically pairing these funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness. Grantees are encouraged to follow the guidance provided in "Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness".
- D. Demonstrate sufficient resources dedicated to long-term permanent housing solutions, including capital and operating costs.
- E. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable provision of services and outcomes for Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
- F. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all

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levels of planning and implementation, including through opportunities to hire people with lived experience.

- G. Fund projects that provide housing and services that are Housing First compliant, per HSC section 50234(f), and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving interim or permanent housing, or other services for which these funds are used.
- H. Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

3. **Definitions**

The following HHAP-5 program terms are defined in accordance with HSC section 50230, subdivisions (A) – (X):

- A. “Agency” means the Business, Consumer Services, and Housing Agency.
- B. “Applicant” means a Continuum of Care, city, county, or a region for purposes of the Regionally Coordinated Homelessness Action Plan requirements pursuant to this chapter.
- C. “City” means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- D. “Continuum of Care” means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- E. “Coordinated Entry System” means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or

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coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

- F. “Regionally Coordinated Homelessness Action Plan” means the regionally coordinated homelessness action plan described in Section 50233.
- G. “Council” means the associated staff within the Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- H. “Department” means the Department of Housing and Community Development.
- I. “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.
- J. “Grantee” means an eligible applicant that has received its initial Round 5 base allocation or total Round 5 base allocation, as applicable.
- K. “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.
- L. “Homeless Management Information System” means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- M. “Homeless point-in-time count” means the most recently available point-in-time count data as reflected in the Annual Homeless Assessment Report released by the United States Department of Housing and Urban Development.

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- N. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age who is experiencing homelessness, as defined in Section 725(2) 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.
- O. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- P. "Jurisdiction" means a city, county, Continuum of Care, or tribe, as defined in this section.
- Q. "Memorandum of Understanding" has the same meaning as defined in subdivision (f) of Section 50233.
- R. "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.
- S. "Program" means Round 5 of the Homeless Housing, Assistance, and Prevention program, or Round 5, established pursuant to this chapter.
- T. 1) "Base program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges pursuant to the allowable uses specified in Section 50236.
- 2) "Homekey supplemental allocation" means the portion of program funds available to eligible jurisdictions as supplementary Homekey resources, as defined in Section 50237.
- U. "Recipient" means a jurisdiction that receives funds from HCD for the purposes of the program.
- V. 1) Except as set forth in paragraph 2) below, "region" means the geographic area served by a county, including all cities and Continuum of Care within it. A region that has a Continuum of Care that serves multiple counties may submit a plan that covers multiple

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counties and the cities within them, or the Continuum of Care may participate in the Regionally Coordinated Homelessness Action Plan of each individual county that is part of the Continuum of Care along with the cities within the county.

- 2) All Continuums of Care within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county.
- W. "Small jurisdiction" means a city that is under 300,000 in population as of January 1, 2022, according to data published on the internet website of the Department of Finance.
- X. "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code that is located in California.

Additional definitions for the purposes of the HHAP-5 program:

Allocations:

"Initial HHAP-5 Base Allocation": fifty percent (50%) of the eligible city, county, or Continuum of Care's HHAP-5 allocation.

"HHAP-5 Planning Allocation": one hundred percent (100%) of the eligible city, county, or Continuum of Care's HHAP Round 5 planning allocation.

"Initial Supplemental Funding Allocation": one hundred percent (100%) of the eligible city, county, or Continuum of Care's share of the one hundred (\$100) million Supplemental Allocation.

"Remainder Disbursement": the remaining fifty percent (50%) of the eligible city, county, or Continuum of Care's HHAP- 5 base allocation.

"Obligate": means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-5 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

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“Expended”: means all HHAP-5 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4. Scope of Work

- A. The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with HSC section 50234, subdivision (a) (1), and section 50236, and any other applicable laws.
- B. HHAP-5 Planning Allocation funds are for the purpose of planning for and preparing the Regionally Coordinated Homelessness Action Plan required as part of the HHAP-5 regional application. Any Planning Allocation funds that are not spent on the preparation of the HHAP-5 application must be expended consistent with the purpose and requirements of the HHAP-5 program, as described below.
- C. Provided that before proposing to use HHAP-5 resources to fund new interim housing solutions, the applicant first demonstrates that the region has dedicated sufficient resources from other sources to long-term permanent housing solutions, including capital and operating costs, allowable uses of HHAP-5 base program allocation funds include all of the following:
 - 1) Permanent housing solutions, including all of the following:
 - a) Rental subsidies, including to support placement of individuals in Community Assistance, Recovery and Empowerment (CARE) Court.
 - b) Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and recruitment and relationship management costs.
 - c) Move-in expenses.
 - d) Operating subsidies in new and existing affordable or supportive housing units serving people experiencing homelessness, including programs such as Homekey, new or existing residential care facilities, funded by the Behavioral Health Continuum Infrastructure Program or the

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Community Care Expansion Program. Operating subsidies may include operating reserves.

- e) Homelessness prevention through rental assistance, rapid rehousing, and other programs, so long as they prioritize households at imminent risk of homelessness or households with incomes at or below thirty percent (30%) of the area median income, who pay more than fifty percent (50%) of their income in housing costs, and who meet criteria for being at highest risk of homelessness through data-informed criteria.
 - f) Problem-solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness.
 - g) Services for people in permanent housing, so long as the services are trauma-informed and practice harm reduction, to include intensive case management services, assertive community treatment services, critical time intervention services, other tenancy support services, evidence-based employment services, coordinating mental health, substance use, and primary care treatment, or other evidence-based supportive services to increase housing retention.
 - h) Capital for permanent housing that serves people experiencing homelessness, including conversion of underutilized buildings or existing interim or transitional housing into permanent housing.
- 2) Interim housing solutions, including all of the following:
- a) Navigation centers that are low barrier, as defined in Sections 65660 and 65662 of the Government Code, to include any of the following:
 - b) Operating expenses in existing congregate shelter sites.

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- c) Operating expenses in new or existing non-congregate shelter sites and transitional housing for youth.
 - d) Motel or hotel vouchers.
 - e) Services provided to people in interim housing, to include trauma-informed and evidence-based intensive case management services, housing navigation, connecting people to substance use or mental health treatment, public benefits advocacy, and other supportive services to promote stability and referral into permanent housing.
 - f) Capital funding to build new non-congregate shelter sites, including for construction, rehabilitation, and capital improvements to convert existing congregate sites into non-congregate sites.
 - g) Capital funding for clinically enhanced congregate or non-congregate shelter sites.
 - h) Youth-focused services in transitional housing.
- 3) Service provisions and systems support including all of the following:
- a) Services for people experiencing unsheltered homelessness, including street outreach, including, but not limited to, persons experiencing homelessness from encampment sites and those transitioning out of encampment sites funded by the program known as the Encampment Resolution Funding Grant consistent with HSC Section 50251 to access permanent housing and services. This includes evidence-based engagement services, intensive case management services, assertive community treatment, housing navigation, harm reduction services, coordination with street-based health care services, and hygiene services for people living in encampments and unsheltered individuals.
 - b) Services coordination, which may include access to workforce, education, and training programs, or other

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services needed to promote housing stability in supportive housing.

- c) 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.
 - d) Improvements to existing emergency shelters to lower barriers and increase privacy.
 - e) Any new interim sheltering funded by Round 5 funds must be low-barrier, comply with Housing First practices as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- 4) In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-5 Base Allocation must also comply with the following:
- a) At least ten percent (10%) of the funds shall be spent on services for homeless youth populations.
 - b) Not more than seven percent (7%) of funds may be used for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

Grantee shall perform the work only in the areas as identified, and in accordance with any guidance from HCD.

5) **Contract Coordinator**

HCD's Contract Coordinator for this Agreement is HCD's Grants Program Design Section Chief or their designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be sent to the HCD Contract Coordinator electronically.

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The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	California Department of Housing & Community Development	County of Riverside
SECTION/UNIT:	Policy and Program Support	
ADDRESS:	651 Bannon St SW, Suite 400 Sacramento, CA, 95811	3403 Tenth Street Suite 300, Riverside, CA 92501
CONTRACT COORDINATOR	Jeannie McKendry	James Moore
PHONE NUMBER:	(916) 490-9589	(951) 202-6823
EMAIL ADDRESS:	HPDHomelessnessGrants@hcd.ca.gov Jeannie.McKendry@hcd.ca.gov	JCMooreIII@RIVCO.ORG

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at HPDHomelessnessGrants@hcd.ca.gov. HCD reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) **Effective Date, Term of Agreement, and Deadlines**

- A. This Agreement is effective upon approval by HCD (indicated by the signature provided by HCD in the lower left section of page one, Standard Agreement, STD. 213), and when signed by all parties. Funds will be disbursed in accordance with Section 4 of Exhibit B.
- B. This Agreement shall terminate on June 30, 2029.
- C. On or before January 1, 2026, a Grantee shall submit to the Department an updated Regionally Coordinated Homelessness Action Plan, which shall include updates on the metrics and key actions to improve these metrics, which shall be reviewed and approved by HCD pursuant to HSC 50235 subdivision (h). A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent

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(50%) of their initial fifty percent (50%) HHAP-5 base allocation disbursement by June 30, 2026. This excludes both the HHAP-5 planning and Initial Supplemental Allocations. Upon demonstration by a recipient Grantee that it has complied with both of these requirements, the Department shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 base allocation pursuant to HSC Section 50235.

1) Grantee will demonstrate compliance with these obligation and expenditure requirements through monthly fiscal reports and by completing a certification documentation in the form and manner provided by HCD.

D. If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 base allocation, and HCD shall not allocate to the recipient the remaining fifty percent (50%) of its HHAP-5 base allocation, unless both of the following occur:

1) On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.

2) HCD approves the alternative disbursement plan.

If a Grantee does not satisfy these requirements, HCD shall have the discretion to allocate the unused funding in a manner prescribed by HCD.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2027, the funds shall be returned to HCD to be allocated as supplemental awards in accordance with Health and Safety Code Section 50237.

E. All HHAP-5 funds, including base allocations, planning allocations, and supplemental funding, shall be expended by June 30, 2028.

F. Any funds, including planning allocations and supplemental funding, not expended by June 30, 2028, shall revert to, and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50235 subdivision (m).

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- G. HCD may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

7) **Capacity and Authority to Contract**

- A. By signing this Agreement, the Grantee is certifying that it has the capacity and authority to fulfill the obligations enumerated in this agreement. The Grantee further represents that it is authorized to execute this Agreement.
- B. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

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BUDGET DETAIL AND DISBURSEMENT PROVISIONS

1. **Payee**

Name: County of Riverside Amount: \$ 5,356,513.81

2. **Budget Detail & Changes**

A. The Grantee agrees that HHAP-5 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

B. The Grantee shall expend the HHAP-5 funds on eligible activities as detailed in HSC 50234, subdivision (a)(1)(A) and 50236 and as described in the grantees latest approved HHAP-5 funding plan.

C. Any changes to the Grantee's budget must be approved in writing by HCD prior to incurring expenses.

3. **General Conditions Prior to Disbursement**

A. All Grantees must submit the following forms prior to this HHAP-5 allocation being released:

- 1) Request for Funds Form ("RFF").
- 2) STD 213 Standard Agreement form and Exhibits A through E.
- 3) STD 204 Payee Data Record or Government Agency Taxpayer ID Form.

4. **Disbursement of Funds**

A. **Initial Disbursement**

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- 1) The Initial Disbursement of the HHAP-5 allocation includes the initial HHAP-5 base allocation, HHAP-5 planning allocation, and initial supplemental allocation. These funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by HCD.
- 2) The Initial disbursement of HHAP-5 funds will be disbursed in one allocation, and issued to the Grantee, identified on the Payee Data Record Form or Government Agency Taxpayer ID Form.

B. Remainder Disbursement

- 1) HCD will disburse the remaining fifty percent (50%) of HHAP-5 base allocation upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its initial Round 5 base allocation, as described below, and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan that includes updates on measures and illustrates the advancement of key actions outlined in the original Regionally Coordinated Action Plan to improve those measures, as outlined in Section 50235(h).
 - a) A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026. This excludes both the HHAP-5 planning allocation and the supplemental allocation. Upon demonstration by a grantee that it has complied with this requirement and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan, HCD shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 program allocation pursuant to Section 50234.
 - b) If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 program allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 program allocation, and HCD shall not allocate to the recipient the

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remaining fifty percent (50%) of its HHAP-5 program allocation, unless both of the following occur:

- i. On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
 - ii. HCD approves the alternative disbursement plan. If HCD cannot approve an alternative disbursement plan, HCD will provide the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- c) HCD may withhold the remaining fifty percent (50%) of HHAP-5 program allocation funds from a jurisdiction that repeatedly failed to take action as specified in its Regionally Coordinated Homelessness Action Plan, or that took actions adverse to achieving the plan objectives provided pursuant to Section 50233, until such time the jurisdiction demonstrates to HCD they are in substantial compliance with the requirements of HSC 50235 subdivision (h).

5. **Expenditure of Funds**

All HHAP-5 funds must be spent consistent with the intent of the Program and the eligible uses identified in HSC section 50234, subdivision (a)(1)(A) and 50236 and in alignment with the Grantee's latest, approved funding plan.

6. **Ineligible Costs**

- A. HHAP-5 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 identified in HSC section 50234, subdivision (a)(1)(A) and 50236.
- B. HCD reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-5 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.

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- C. An expenditure which is not authorized by this Agreement, or by written approval of the Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be immediately repaid to HCD by the Grantee. A Grantee shall be prohibited from applying for future HHAP funds until they have repaid these funds to HCD.
- HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-5 fund expenditures.
- D. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the Grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant.
- E. Program funds shall not be used to supplant existing Encampment Resolution Funding Grant funds provided under HSC section 50251.

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HHAP GENERAL TERMS AND CONDITIONS

1. **Termination and Sufficiency of Funds**

A. Termination of Agreement

HCD may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit D; violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within thirty (30) days of HCD's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, 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 State of California governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

2. **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit D Section 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

3. **Grantee's Application for Funds**

Grantee has submitted to HCD an application for HHAP-5 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. HCD is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be

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requested through the formal HHAP Budget Modification Request Process and are subject to approval by HCD.

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

4. **Reporting/Audits**

A. Reporting Requirements

- 1) Annual Report: Grantees will be responsible for submitting an annual report no later than April 1 each year following the receipt of funds until all funds are fully expended. The annual report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by HCD. The annual report must provide information on activities through the prior calendar, including, but not limited to, an ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information HCD deems appropriate or necessary.
- 2) Monthly Fiscal Report: Grantees will be responsible for submitting a monthly fiscal report in accordance with HSC section 50223, in the form and method provided by HCD. The monthly fiscal report must provide information, including but not limited to, the obligation and expenditure status of the program funds by eligible uses category.
- 3) Final Report: Grantees will be responsible for submitting a final report in accordance with HSC section 50223 no later than April 1, 2029, and must be submitted in the form and method provided by HCD. The final report must provide information, including but not limited to, detailed uses of all program funds.

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- 4) **HMIS/HDIS Reporting:** Grantees and their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021), and that data must be shared quarterly with the statewide Homeless Data Integration System (HDIS). As part of reporting responsibilities in accordance with HSC sections 50221, 50222, and 50223, Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide Homeless Data Integration System to fulfill grantee reporting requirements under HSC sections 50221, 50222, and 50223, however improper reporting into that system may require HCD to seek additional information directly from Grantees. Grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS is not properly tracked and shared.
- 5) HCD may require additional supplemental reporting with written notice to the Grantee.
- 6) Grantee may, at their discretion, fully expend their HHAP-5 allocation prior to the end date of the grant term and will not be required to submit monthly fiscal reports after the month in which their allocation was fully expended.

B. Auditing

HCD reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-5 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- 1) The audit shall be performed by an independent certified public accountant.

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- 2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.
- 3) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within ninety (90) days from the date of the audit finding report.

5. **Inspection and Retention of Records**

A. Record Inspection

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-5 program guidance document published on the website, and this Agreement.

In accordance with HSC section 50220.8, subdivision (m), if upon inspection of records HCD identifies noncompliance with grant requirements, HCD retains the right to impose a corrective action plan on the Grantee.

B. Record Retention

The Grantee further agrees to retain all records described in subparagraph (A) for a minimum period of five (5) years after the termination of this Agreement.

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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. Public Records Act

The Grantees' final HHAP-5 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

6. **Breach and Remedies**

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, HHAP-5 funds provided under this Agreement for any ineligible activities.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

- 1) Bar the Grantee from applying for future HHAP funds.
- 2) Revoke any other existing HHAP award(s) to the Grantee.
- 3) Require the return of any unexpended HHAP-5 funds disbursed under this Agreement.

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- 4) Require repayment of HHAP-5 funds disbursed and expended under this Agreement.
 - 5) Require the immediate return to HCD of all funds derived from the use of HHAP-5 funds.
 - 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-5 requirements.
- C. All remedies available to HCD are cumulative and not exclusive.
- D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.

7. **Waivers**

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

8. **Nondiscrimination**

During the performance of this Agreement, the Grantee and its subrecipients 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. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients 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.); the 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

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Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. For instance, HSC section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- B. **Former State Employees:** For the two (2) year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve (12) month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving State service.

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- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) Grantee's policy of maintaining a drug-free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance program; and
 - 4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

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- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
- 1) Will receive a copy of Grantee's drug-free policy statement, and
 - 2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. **Child Support Compliance Act**

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- A. The Grantee 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 Grantee, 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.

12. **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibits C and D. These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-5 funds. Failure to comply with these conditions may result in termination of this Agreement.

- A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

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- 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 the Grantee or any Subgrantee in performing the Work or any part of it.
 - 4) Agree to include all the terms of this Agreement in each subcontract.
- B. The Grantee shall monitor the activities of all subgrantees to ensure compliance with all requirements under the HHAP program.

As requested by HCD, the Grantee shall provide to HCD all monitoring documentation necessary to ensure that Grantee and its subgrantees are in continued compliance with HHAP requirements. Such documentation requirements shall be provided by HCD when the information is requested.

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

The Grantee 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, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the HHAP-5 program, the Grantee, its subrecipients, and all eligible activities.

The Grantee shall also 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. The Grantee 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,

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environmental protection, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to HCD upon request.

14. Inspections

- A. The Grantee 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. HCD 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. The Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15. Litigation

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

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-5 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-5 funds, must be used for HHAP-5-eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.
2. Per HSC section 50234 subdivision (f), any housing-related activities funded with HHAP-5 funds, including but not limited to emergency shelter (per HSC section 50236 subdivision (c)(3)(E), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these 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. In addition, HHAP-5 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
3. The Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-5-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-5 funding (e.g., by creating appropriate HHAP-5-specific funding sources and project codes in HMIS).
4. The Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the HMIS in accordance with their existing Data Use Agreements, and as required by HSC sections 50234(b) and 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the Homeless Management Information System, or the State Homeless Data Integration System (HDIS), which compiles all HMIS data into a statewide data warehouse, shall not be subject to public inspection or disclosure under the California Public

Program Name: Homeless Housing, Assistance, and Prevention Program

Round 5 "HHAP-5"

NOFA Date: September 29, 2023

Approved Date: August 8, 2024

Prep Date: November 1, 2024

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Records Act. For purposes of this paragraph, “health information” means “protected health information,” as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, HCD, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5. The Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
6. The Grantee agrees to demonstrate a commitment to racial equity and, per HSC section 50222 subdivision (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
7. The Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
8. HCD reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.
9. The Department represents that the intent of Exhibit D Section 1(B) is only to preserve the legislature’s ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in Homeless Housing, Assistance and Prevention Program, Round 5 Notice of Funding Availability dated September 29, 2023 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of Exhibit D Section 1(B) once construction has commenced in compliance with Program requirements and in

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accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

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October 17, 2024

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**RE: HHAP-5 Award Announcement – Riverside Region
Regional Award Amount: \$21,353,638.47**

This award is under a media and public announcement embargo until publicly released by the California Department of Housing and Community Development (HCD) or otherwise notified by HCD staff.

Dear Riverside Regional Partners:

The California Department of Housing and Community Development (HCD) is pleased to announce that the Riverside region's HHAP 5 Regional Coordinated Homelessness Action Plan is approved, and the region has been awarded a Homeless Housing, Assistance and Prevention (HHAP) Round 5 award in the amount of \$21,353,638.47.

City of Riverside is awarded \$10,858,024.16.

Riverside County is awarded \$5,139,100.50.

Riverside City & County CoC is awarded \$5,356,513.81.

Awardees are able to draw down funds when the Standard Agreement is fully executed, and any general and special conditions have been cleared in writing. Upon disbursement, awardees may reimburse themselves for funding activities contained within the approved funding plans/budgets contained within the HHAP 5 applications back to the date of NOFA.

HCD intends to issue a Standard Agreement within 90 days of receipt of the documentation required to execute this contract. A program representative will be in communication with you to discuss and confirm any documents needed. Congratulations on your successful application. For further information, please contact Jeannie McKendry at jeannie.mckendry@hcd.ca.gov or HPDhomelessnessgrants@hcd.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Megan Kirkeby', with a small dot at the end.

Megan Kirkeby
Deputy Director, Housing Policy Development Division

Regionally Coordinated
Homeless Housing, Assistance and Prevention Program
ROUND 5

Notice of Funding Availability (NOFA)



**California
Interagency Council
on Homelessness**

In Partnership with the Department of Housing and Community Development



Gavin Newsom, Governor

Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency

801 Capitol Mall, Suite 601 | Sacramento, CA 95814

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September 29, 2023

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I. OVERVIEW

DATE:	September 29, 2023
MEMORANDUM FOR	ALL ELIGIBLE APPLICANTS
FROM:	Meghan Marshall, Executive Officer California Interagency Council on Homelessness
SUBJECT:	NOTICE OF FUNDING AVAILABILITY (NOFA) HOMELESS HOUSING, ASSISTANCE AND PREVENTION (HHAP) PROGRAM – ROUND 5

The California Interagency Council on Homelessness (Cal ICH) is pleased to announce the availability of the Regionally Coordinated Homeless Housing, Assistance and Prevention (HHAP) Program Round 5 (HHAP-5) grant funding.

The legislature appropriated \$1 billion to fund HHAP-5. This NOFA makes available \$760 million of the \$1 billion appropriated to eligible Cities, Counties, and Continuums of Care (CoCs) as the HHAP-5 base allocations and \$9.5 million for planning allocations. Of the \$1 billion appropriation, \$20 million is set aside for tribal applicants and \$161.5 million is set aside for eligible City and County applicants for Supplemental Homekey funding in Fiscal Year (FY) 24-25. Both of these set asides will be made available through separate NOFAs in 2024.

In addition to the \$1 billion appropriation, Assembly Bill [\(AB\) 129](#) reallocates \$360 million from prior HHAP funding appropriations (HHAP-3 and HHAP-4 bonus funding) towards supplemental funding under HHAP-5. Under this NOFA, \$100 million of this supplemental funding will be distributed along with the \$760 HHAP-5 base allocations for eligible Cities, Counties, and CoCs, using the same allocation methodology as the base funding. This NOFA makes a total of \$869.5 million available to eligible cities, counties, and CoCs: the \$760 million HHAP-5 base allocation, \$9.5 million planning allocation, and \$100 million in supplemental funding. The remaining \$260 million of supplemental funding will be made available through a separate application in FY 24-25.

To be considered eligible for HHAP-5 base allocations, eligible applicants **must** apply as part of a region and **must** be signatory to a Regionally Coordinated Homelessness Action Plan which must be approved by the Council. (See [definition of a region](#) for purposes of HHAP-5 under the Eligible Applicants section II.A below.)

A. Authorizing Statute

HHAP-5 is a \$1 billion grant program authorized by Section 17 of AB 129 (Chapter 40, Statutes of 2023; Health & Safety Code (HSC) § 50230, et seq.), which was signed into law by Governor Gavin Newsom on July 10, 2023.

HSC section 50232(h) states that “In administering this chapter, the Council shall not be subject to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).” This NOFA establishes Cal ICH’s guidelines for HHAP-5, including the terms, conditions, forms, procedures, and other mechanisms that Cal ICH deems necessary to administer HHAP-5. The guidelines contained in this NOFA are adopted as if they have the “dignity of statutes.” (*Ramirez v. Yosemite Water Company, Inc.* (1999) 20. Cal. 4th 785, 799.)

Pursuant to HSC section 50231, it is the intent of the Legislature to transfer the HHAP grant administration work of Cal ICH to the Department of Housing and Community Development (HCD) during FY 23-24. (See [Section IX “Grant Administration Transition”](#) below for more information.)

B. Purpose And Program Objectives

HHAP-5 is established for the purpose of organizing and deploying the full array of homelessness programs and resources comprehensively and effectively, and to sustain existing federal, state, and local investments towards long-term sustainability of housing and supportive services. (HSC §§ 50232(a) and 50236(a).) To accomplish these goals, HHAP-5 requires applicants to create and implement Regionally Coordinated Homelessness Action Plans.

In order to successfully reduce homelessness through this funding, Cal ICH also expects applicants to:

- Foster robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formulation of data-driven and cross-system plans designed to allocate resources in alignment with the state’s priorities for homeless housing solutions. This means implementing strategies that create and sustain regional partnerships and emphasize permanent housing solutions.
- Ensure the long-term sustainability of housing and supportive services, by strategically pairing these funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness. Applicants are encouraged to follow the guidance provided in [“Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness”](#).
- Demonstrate sufficient resources dedicated to long-term permanent housing solutions, including capital and operating costs.
- Demonstrate a commitment to address racial disproportionality in

homeless populations and achieve equitable provision of services and outcomes for Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.

- Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
- Fund projects that provide housing and services that are Housing First compliant, per HSC section 50234(f), and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving interim or permanent housing, or other services for which these funds are used. Housing First should be adopted within the entire local homelessness response system, including outreach and interim housing, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
- Cal ICH strongly encourages applicants to prioritize the use of HHAP funds to assist people to remain in or move into safe, stable, permanent housing. HHAP funding should be housing-focused -- either funding permanent housing interventions directly or, if used for interim housing or street outreach, have clear pathways to connect people to permanent housing options.

C. Available Funding

HHAP Round 5 funding will be made available as non-competitive allocations to eligible applicants, including CoCs, large cities, and counties, as follows:

Eligible Applicant Type	Percentage	Estimated allocation: HHAP Round 5 Planning	Estimated allocation: HHAP Round 5 Base	Estimated allocation: Initial \$100M Supplemental Funding Allocations
Cities	42%	\$3.99 M	\$319.2 M	\$42 M
Counties	28%	\$2.66 M	\$212.8 M	\$28 M
CoC	30%	\$2.85 M	\$228 M	\$30 M

For the HHAP-5 planning allocation, individual allocations for each eligible applicant will be based on the proportionate share of the state’s homeless

population as reported by the United States Department of Housing and Urban Development (HUD) in the 2022 Point-In-Time (PIT) count. See [Section III C 3, “One Percent Planning Allocation”](#). For both the HHAP-5 base allocation and the initial \$100 million supplemental funding, individual allocations for each of the eligible applicants will be based on their proportionate share of the state’s homeless population as reported by HUD in the 2023 PIT count. Allocation amounts will be calculated and shared with applicants once HUD publishes their 2023 Annual Homeless Assessment Report (AHAR). Cal ICH currently anticipates providing eligible applicants with these allocation amounts by the end of January 2024.

II. ELIGIBLE APPLICANTS

Eligible applicants for HHAP program funds are the same as in round 4 of HHAP funding which include:

- California's 44 CoCs identified by HUD.
- California’s 14 Large cities with a population of 300,000 or more as of January 1, 2022.
- California’s 58 Counties.

Per HSC sections 50233(a) and 50235(c)(1), eligible applicants **must** apply as part of a region and be a signatory to a Regionally Coordinated Homelessness Action Plan to be approved by the Council.

A. Definition of “Region”

For purposes of HHAP-5, the term “region” refers to the geographic area served by a county, including all cities and the CoC or CoCs within it. (HSC § 50230(v)(1).) When multiple counties are served by the same CoC, those counties may choose to apply together or as separate county regions. CoCs that serve multiple counties must participate in the Regionally Coordinated Homelessness Action Plan of each regional applicant that is part of the CoC; however, multi-county regions that are served by the same CoC are encouraged to apply as one region.

Additionally, all CoCs within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county, and therefore must apply together. (HSC § 50230(v)(2).)

B. Regional Disbursement Options

While geographic regions are required to apply together and to jointly complete a Regionally Coordinated Homelessness Action Plan, each applicant (large city, county and CoC) shall have the discretion to receive their base allocation directly **or** they may designate an eligible applicant in their region to serve as their Administrative Entity. This selection will indicate to Cal ICH which eligible applicant will enter into contract with the state to receive and

administer each eligible applicant's HHAP-5 allocation. The Administrative Entity is responsible for administering the funds, contracting (when necessary) with sub-recipients, reporting on HHAP-5 dollars and activities to Cal ICH, and meeting the terms and conditions of the contract.

C. Ineligible Entities

Individual persons, cities (not identified as one of the 14 large cities), and nonprofit organizations (that are not CoCs) are not eligible to apply directly to Cal ICH for HHAP funds. While small cities are not eligible to apply directly for HHAP funds, they may choose to participate in the Regionally Coordinated Homeless Action Plan. Those interested in receiving HHAP funds who are not eligible applicants should apply directly to their local CoCs, large cities, and counties through any applicable local selection processes.

Cal ICH encourages interested parties to collaborate with their local eligible applicants to determine the best use of funds and to understand how funds will be awarded and disbursed. Cal ICH encourages applicants to consider how these funds are accessible to smaller and non-traditional organizations that have historically served communities of color but may not have previously participated formally in the CoC and may not be a part of the homeless provider community, and how these funds would address the capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people that support the goal of making homelessness rare, brief, and non-recurring.

Additionally, interested parties are encouraged to participate in the required public stakeholder process for each regional application. (See [Section V.E: "Required Steps – Application Development, Submission, and Posting"](#) for more information.)

III. ELIGIBLE USES

While the eligible uses for HHAP-5 remain largely unchanged from previous rounds, the HHAP-5 statute reorganizes eligible uses into three main buckets: (1) costs that support permanent housing; (2) costs that support interim housing; and (3) costs that support service provision and systems support. This change represents a strategic alignment aimed at amplifying the focus on regional coordination, permanent housing, sustainability, and person-centered services. The overarching objective of HHAP funds remains unwavering – to effectively address and end people's experiences of homelessness.

The HHAP-5 Eligible Use Categories will have two changes:

- 1) Splitting the "Operating subsidies" category into two separate categories

(“Operating Subsidies-Permanent Housing” and “Operating Subsidies-Interim Housing”) and

- 2) Authorizing up to an additional one percent of the HHAP-5 allocation to cover expenses associated with the Homeless Management Information System (HMIS) to be transferred directly to the HMIS lead entity to support the functioning, maintenance, and operation of the local HMIS.

A. State Priorities for HHAP-5 Funding

Pursuant to HSC section 50236, HHAP-5 is intended to sustain existing federal, state, and local investments towards long-term sustainability of housing and supportive services. To achieve this, applicants shall develop data-driven plans which fund the state's priorities to:

- Sustain existing investments towards long-term sustainability of housing and supportive services; and
- Prioritize permanent housing solutions.

Additionally, pursuant to HSC section 50236(c) grantees may not use any HHAP-5 dollars on any new interim housing solutions unless they are given written permission from Cal ICH. Before proposing to use HHAP-5 resources to fund new interim housing solutions, the applicant must demonstrate that the region has dedicated sufficient resources from other sources to long-term permanent housing solutions, including capital and operating costs. (See Section III.C.4 “[Limitations on New Interim Housing Solutions](#)” below for additional information about the limitation of HHAP dollars on interim housing solutions.)

B. Eligible Use Categories

Below is a crosswalk of HHAP-5 statute and the HHAP Eligible Use Categories:

HHAP-5 Statute	HHAP Eligible Use Categories	Explanation and Examples of Eligible Uses of HHAP funds
Costs that support Permanent Housing include the following	Delivery of Permanent housing and Innovative Housing Solutions	<p>Eligible Uses should be categorized here when costs support the provision of permanent housing.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Acquisition of land, building, etc. • Improvement or renovation of land or building being used as permanent housing. • Maintenance of land or building being used as permanent housing. • Services for people in permanent housing programs,

HHAP-5 Statute	HHAP Eligible Use Categories	Explanation and Examples of Eligible Uses of HHAP funds
<p>Costs that support Permanent Housing include the following</p>	<p>Delivery of Permanent housing and Innovative Housing Solutions (cont.)</p>	<p>so long as the services are trauma-informed and practice harm reduction, to include intensive case management services, assertive community treatment services, critical time intervention services, other tenancy support services, evidence-based employment services, coordinating mental health, substance use, and primary care treatment, or other evidence-based supportive services to increase housing retention.</p>
	<p>Rapid Rehousing</p>	<p>Eligible Uses should be categorized here when the costs support operating a rapid rehousing type housing service. This means a tenant-based, time limited, permanent housing program, inclusive of wrap-around services.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Rental subsidies, including to support placement of individuals in CARE Court. • Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and recruitment and relationship management costs. • Move-in expenses. <p>Services for people in rapid rehousing programs, so long as the services are trauma-informed and practice harm reduction, to include intensive case management services, assertive community treatment services, critical time intervention services, other tenancy support services, evidence-based employment services, coordinating mental health, substance use, and primary care treatment, or other evidence-based supportive services to increase housing retention.</p>
	<p>Prevention and Shelter Diversion</p>	<p>Eligible Uses should be categorized here when costs support eligible populations access safe alternatives to shelter and/or remain safely housed at their current residence.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Homelessness prevention through rental assistance, rapid rehousing, and other programs. • Problem-solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness. <p>HHAP-5 changes:</p>

HHAP-5 Statute	HHAP Eligible Use Categories	Explanation and Examples of Eligible Uses of HHAP funds
<p>Costs that support Permanent Housing include the following</p>	<p>Prevention and Shelter Diversion (cont.)</p>	<ul style="list-style-type: none"> • Change of eligible population to include “at risk of homelessness.” • Requires prioritization of households with incomes at or below 30 percent of the area median income, who pay more than 50 percent of their income in housing costs, and who meet criteria for being at highest risk of homelessness through data-informed criteria. See “Eligible Use Changes under HHAP-5.”
	<p>Operating Subsidies-Permanent Housing</p>	<p>Eligible Uses should be categorized here when costs support operations in new and existing affordable or supportive housing units serving people experiencing homelessness. Operating subsidies may include operating reserves (<i>funds held in reserve to cover large, unexpected operating expenses</i>).</p> <p>Examples:</p> <ul style="list-style-type: none"> • Operating costs for programs such as Homekey. • Operating costs for new or existing residential care facilities, funded by the Behavioral Health Continuum Infrastructure Program or the Community Care Expansion Program. • Property tax abatements for both affordable ownership and rental properties that have a similar effect, helping to defray the costs of operating the development so residents can pay lower rents. • Subsidies support ongoing operation and availability of permanent housing and/or assisting in management of a building's facilities that can help stabilize or reduce structural decline and serve an important role in broader market stabilization efforts.

HHAP-5 Statute	HHAP Eligible Use Categories	Explanation and Examples of Eligible Uses of HHAP funds
<p>Costs that support interim housing include the following</p>	<p>Operating Subsidies-Interim Housing</p>	<p>Eligible Uses should be categorized here when costs support operations in interim housing serving people experiencing homelessness. Operating subsidies may include operating reserves (<i>funds held in reserve to cover large, unexpected operating expenses</i>).</p> <p>Examples:</p> <ul style="list-style-type: none"> • Subsidies that support ongoing operation and availability of existing interim housing (both congregate and non-congregate).

HHAP-5 Statute	HHAP Eligible Use Categories	Explanation and Examples of Eligible Uses of HHAP funds
<p>Costs that support interim housing include the following</p>	<p>Interim Housing</p>	<p>Eligible Uses should be categorized here when costs support the provision of interim housing.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Acquisition of land, building, etc. • Improvement or renovation of land or building being used as interim housing. • Maintenance of land or building being used as interim housing. • Navigation centers that are low barrier, as defined in Sections 65660 and 65662 of the Government Code. • Motel or hotel vouchers. • Services provided to people in interim housing, to include trauma-informed and evidence-based intensive case management services, housing navigation, connecting people to substance use or mental health treatment, public benefits advocacy, and other supportive services to promote stability and referral into permanent housing. • Youth-focused services in interim housing. • Capital funding to build new non-congregate interim housing sites, including for construction, rehabilitation, and capital improvements to convert existing buildings to interim housing. <p>HHAP-5 Changes:</p> <ul style="list-style-type: none"> • No HHAP-5 resources may be used to fund new interim housing solutions, until both of the following occurs: (1) the applicant has demonstrated that the region has dedicated sufficient resources from other sources to long-term permanent housing solutions and (2) the applicant has received written permission from Cal ICH. (HSC §50236(c).) • This limitation does not apply to new interim housing solutions for youth under the ten percent youth set aside. <p>For more, see "Eligible Use Changes under HHAP-5" below.</p>
	<p>Improvements to Existing Interim Housing</p>	<p>Eligible Uses should be categorized here when costs support renovation of existing interim housing to improve the quality of the life for people experiencing homelessness who are residing in the interim housing.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Maintenance of an interim housing facility.

HHAP-5 Statute	HHAP Eligible Use Categories	Explanation and Examples of Eligible Uses of HHAP funds
Costs that support interim housing include the following	Improvements to Existing Interim Housing (cont.)	<ul style="list-style-type: none"> • Minor/major rehabilitation or renovation of an interim housing facility. • Minor/major conversion, additions, updates, and/or enhancements that lower barriers and/or increase privacy.

HHAP-5 Statute	HHAP Eligible Use Categories	Explanation and Examples of Eligible Uses of HHAP funds
Costs that support service provision and systems support.	Street Outreach	<p>Eligible Uses should be categorized here when costs support Outreach programs.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Services for people experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness living in encampment sites and being engaged through the Encampment Resolution Grant program to help them transition to permanent housing with services attached. • Evidence-based street engagement services. • Intensive case management services. • Assertive community treatment. • Housing navigation. • Harm reduction services. • Coordination with street-based health care services. • Hygiene services for unsheltered individuals and people living in encampments.
	Services Coordination	<p>Eligible Uses should be categorized here when costs support wrap-around services not directly provided through another project.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Access to workforce, education, and training programs. • To access legal/advocacy services. • Individual counseling and service planning. • Helping to coordinate medical and mental health appointments, obtaining benefits and medical insurance. • Making referrals to community-based services. • Other services needed to promote housing stability in supportive housing.

HHAP-5 Statute	HHAP Eligible Use Categories	Explanation and Examples of Eligible Uses of HHAP funds
Costs that support service provision and systems support.	Systems Support	<p>Eligible Uses should be categorized here when the cost supports homelessness services system infrastructure, regional coordination, and/or improves accessibility and outcomes generally, as opposed to specific client(s).</p> <p>Examples:</p> <ul style="list-style-type: none"> • Incorporate regional data into housing needs. • Assessments or developing a regional needs assessment. • Collaborate on regional housing strategies. • Pooling resources to support regional housing initiatives. • Funding HMIS. • HHAP-5 regional planning and application process.

HHAP-5 Statute	HHAP Eligible Use Categories	Explanation and Examples of Eligible Uses of HHAP funds
Youth Set-Aside	Youth Set-Aside	<p>Consistent with Rounds 3 and 4, HHAP-5 grantees must use at least 10 percent of their allocation for services for homeless youth. (HSC § 50234(e).) Homeless youth is defined as unaccompanied youth between ages 12- and 24-years old experiencing homelessness, including pregnant and parenting youth. (HSC § 50216(l).)</p> <p>Dollars spent under the Youth Set Aside have the same eligible uses as those described in this table above. Therefore, eligible uses follow the same logic described above and should be categorized as part of the youth set aside when costs support services and housing interventions for homeless youth populations.</p> <p>Given the continued focus and priority in allocating resources in support of Homeless Youth, the restriction on new interim housing solutions does not apply to the ten percent youth set aside. Funding utilized <u>in excess</u> of the ten percent set aside <u>will be</u> subject to the restriction on new interim housing solutions provided in HSC section 50236(c) and further described in paragraph C4 below: HHAP-5 Eligible Use Changes – Limitations on New Interim Housing Solutions.</p>

HHAP-5 Statute	HHAP Eligible Use Categories	Explanation and Examples of Eligible Uses of HHAP funds
Administrative Costs	Administrative Costs	<p>Eligible Uses should be categorized here when costs are incurred by the city, county, or CoC to administer its HHAP program allocation.</p> <p>Administrative costs do not include staff or other costs directly related to implementing activities funded by the program allocation.</p> <p>Consistent with all prior rounds of HHAP, Round 5 Administrative costs are capped at 7 percent of each allocation.</p> <p>HHAP-5 Changes:</p> <ul style="list-style-type: none"> The Council may authorize applicants to allocate an additional one percent of funds to cover expenses associated with the HMIS. See below for more information.
	Additional 1% for HMIS	<p>Eligible Uses should be categorized here when the eligible applicant elects to allocate (up to) 1% of the HHAP-5 allocation to cover expenses associated with the administration of HMIS. This funding shall be transferred directly to the HMIS lead entity and is intended to support the functioning, maintenance, and operation of the local HMIS.</p> <p>Examples:</p> <ul style="list-style-type: none"> System licenses Training System operating costs Costs associated with carrying out related activities. <p>For more, see "Eligible Use Changes under HHAP-5" below</p>

C. Eligible Use Changes under HHAP-5

1. Eligible Population Change for Prevention and Shelter Diversion Services– At Risk of Homelessness

Prior rounds of HHAP restricted the eligible population for HHAP prevention and shelter diversion services to people experiencing homelessness or at imminent risk of experiencing homelessness. HHAP-5 statute modifies the eligible population to also include people at risk of experiencing homelessness so long as households with incomes at or below 30 percent of the area median income, who pay more than 50 percent of their income in housing costs, and who meet

criteria for being at highest risk of homelessness through data-informed criteria are prioritized. Consistent with HHAP-3 and HHAP-4, those who are at imminent risk of homelessness, as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, are still eligible for prevention and shelter diversion services.

2. Additional HMIS funding

Per HSC section 50236(f), the Council may authorize applicants to allocate an additional one percent of funds to cover expenses associated with HMIS. Related costs include HMIS licenses, training, system operating costs, and costs associated with carrying out related activities. The funds should be transferred to the HMIS lead entity by the grantee for related costs as per the agreement.

3. One Percent Planning Allocation

Per HSC section 50234(a)(1), not more than one percent of HHAP-5 funding shall be available to applicants for the purpose of planning for and preparing the Regionally Coordinated Homelessness Action Plans. This funding shall be provided on a reimbursement basis and will be disbursed along with applicant's approved HHAP-5 base allocation. As a reminder, applicants may also use previous rounds of HHAP dollars to support this regional collaboration, under the eligible use of "Systems Support." Applicants that do not have any available funds to cover this planning period may request an advance of this one percent in a form and manner determined by Cal ICH.

Because the most recently available PIT is currently 2022 data, the calculation for the planning allocation funding will be based on the 2022 PIT data.

4. Limitations on New Interim Housing Solutions

Per HSC section 50236(a) and outlined above under *State Priorities for HHAP-5 Funding*, HHAP Round 5 is intended to sustain existing federal, state, and local investments towards long-term sustainability of housing and supportive services. To achieve this, applicants shall develop data-driven plans which fund the state's priorities to:

- Sustain existing investments towards long-term sustainability of housing and supportive services; and
- Prioritize permanent housing solutions.

Before proposing to use HHAP-5 resources to fund new interim housing solutions, the region must demonstrate that they have dedicated sufficient resources (both financial resources and policy actions) from other sources to long-term permanent housing solutions, including capital and operating costs. (HSC § 50236(c).)

In reviewing whether a region has dedicated sufficient resources from other sources to long term permanent housing solutions, Cal ICH will evaluate resources and actions related to reducing and ending homelessness. Specific scoring criteria will be provided in subsequent guidance.

Status on Financial Resources for each eligible applicant in the region:

- Document the total amount of funds that the region has received in federal, state, and local dollars to prevent and end homelessness, as described in the Action Plan Section: Utilization of Local, State, and Federal Funds to End Homelessness.
- Of the housing and homelessness funding available to the region, what percentage is dedicated to permanent housing solutions and what percentage is dedicated to interim housing solutions?
- Describe the impact your proposed use of HHAP-5 dollars would have on the above percentages.

Status on Policy Actions:

In addition to financial resources, provide a status update for each eligible applicant in the region on the following policy actions related to reducing and ending homelessness.

- Housing Element Compliance; if any eligible applicant in the region is not compliant, please include a timeline of plans to submit revisions to HCD and request technical assistance to address remaining issues.
- Prohousing Designation; indicate if each eligible applicant in the region has been designated Prohousing, has applied, or if they have plans to apply in the future. For jurisdictions that have not yet applied to be designated Prohousing, they may identify Prohousing policies that they have adopted or plan to adopt in the future.
- Indicate whether each eligible applicant in the region has a current practice or has made an active commitment to follow the United States Interagency Council on Homelessness (USICH) [Seven Principles for Addressing Encampments](#)..
- Identify if any eligible applicant in the region outstanding housing law violations with HCD's housing accountability unit or the Attorney General's Office; if any jurisdictions have outstanding housing law violations include

plans to resolve issues or plans to request technical assistance to address remaining issues.

- Indicate if each eligible applicant in the region has a current practice or commitment to identify local surplus land that could be encouraged for use as housing, or to request technical assistance from HCD's Surplus Land Unit to analyze local surplus land for potential use as housing.

Additionally, consistent with previous rounds of HHAP, interim housing is limited to clinically enhanced congregate shelters, new or existing non-congregate shelters, and operation costs of existing navigation centers and interim housing based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:

- The number of available shelter beds in the region;
- The number of people experiencing unsheltered homelessness in the homeless point-in-time count;
- Percentage of exits from emergency shelters to permanent housing solutions; and
- A plan to connect residents to permanent housing.

Youth Set-Aside Exemption: Given the continued focus and priority in allocating resources in support of Homeless Youth, this restriction on new interim housing solutions does not apply to the ten percent youth set aside. Funding utilized in excess of the ten percent set aside will be subject to this restriction on new interim housing solutions.

IV. APPLICATION TIMELINE

The HHAP-5 application will be available online upon the release of this NOFA. Cal ICH will notify eligible applicants when this NOFA is posted and becomes available. Applications will be due on March 27, 2024. (HSC § 50235(b).)

Cal ICH staff will be hosting a zoom webinar to walk through this NOFA and the application requirements on **October 18, 2023, at 10:00am**. All eligible applicants are invited to register in advance [here](https://us06web.zoom.us/webinar/register/WN_B00l-qagSlGaEjwrie5NuQ).
(https://us06web.zoom.us/webinar/register/WN_B00l-qagSlGaEjwrie5NuQ)

See the below table for a summary of relevant timeframes.

HHAP-5 Application and Award Process	
Action	Timeframe
Application Available	September 29, 2023
Stakeholder webinar (NOFA walkthrough)	October 18, 2023
Final Allocation Amounts Available	January 31, 2024
Final Applications Due	March 27, 2024
Cal ICH approves application or requests and reviews amendments*	April - June 2024 *Per HSC section 50235(e)(2), if an amended application does not address Cal ICH's concerns, Cal ICH will provide additional guidance and a deadline for further amending to fully address the Council's concerns.

A. Timeframe for Releasing Base Allocations

Cal ICH currently anticipates providing eligible applicants with their calculated allocations by the end of January 2024. This will give applicants at least two months to finalize their HHAP-5 budgets before applications are due at the end of March. Until HHAP-5 final allocations are released, applicants should use their HHAP-4 base allocation as an approximation of their HHAP-5 allocation amount, for planning purposes.

V. APPLICATION REQUIREMENTS

Pursuant to HSC section 50233, applicants for HHAP-5 funding must:

- Apply as part of a region **and**
- Be signatory to a Regionally Coordinated Homelessness Action Plan that has been approved by the Council **and**
- Submit a complete application package to the Council. The application must adhere to the prescribed formats and include the following essential components per HSC section 50235(f):
 - Regional administrative and contracting information in the prescribed format, as required for Cal ICH to complete contracts and disbursement of funds.
 - A detailed funding plan for how the applicant intends to use the funds in the prescribed format outlined below.
 - A Regionally Coordinated Homelessness Action Plan pursuant to

HSC section 50233(c), as outlined below.

- A Memorandum of Understanding (MOU) signed by each eligible applicant that is participating in the Regionally Coordinated Homelessness Action Plan.

The minimum statutory requirements and guidance for each of these application components are described below. In addition, Cal ICH will publish on their website a template for regional applicants to use when drafting the Action Plan components.

A. Required Components – Regional Administrative and Contracting Information

Regional information must be submitted following the prescribed format, which must include the name and contact information of each eligible applicant that is applying as part of the regional application. Additionally, comprehensive contracting details must be furnished for all entities that will administer HHAP-5 funding (i.e., Administrative Entities).

While HHAP-5 requires that regions submit one coordinated application, each eligible applicant may choose to either:

- Receive and administer their allocation separately **or**
- Designate one of the eligible applicants within their region to receive and administer their HHAP-5 allocation.

These Administrative Entity designations will determine how many funding plans are required to be submitted as part of the HHAP-5 regional application. Cal ICH is requiring **one funding plan per Administrative Entity**. Funding Plan guidance is provided below under [Section V.B: “Required Components – Funding Plan\(s\)”](#).

Please note, that while small cities may be included in the Regionally Coordinated Homelessness Action Plan, only eligible applicants for HHAP (large cities, counties, and CoCs) are eligible to receive direct funding from Cal ICH.

B. Required Components – Funding Plan(s)

Each Administrative Entity must submit one funding plan that outlines the intended uses of all HHAP-5 funds that they will be administering. Therefore, these plans must include 100 percent of the HHAP-5 base allocation as well as their share of the initial \$100 million supplemental allocation for all eligible

applicants. The funding plan must adhere to the requirements and eligible uses as specified in HSC section 50236 and elaborated in the [Eligible Uses section](#).

Applicants must develop data-driven plans which fund the state's priorities and commit to spending funds to sustain existing investments towards long-term sustainability of housing and supportive services, with a focus on permanent housing solutions. Furthermore, in line with HSC section 50236(c), grantees may not spend any HHAP-5 dollars on new interim housing solutions, unless they first demonstrate that the region has dedicated sufficient resources from other sources to long-term permanent housing solutions. Additionally, grantees may not use HHAP-5 dollars on new interim housing unless they are given written permission from Cal ICH. Given the continued focus and priority in allocating resources in support of Homeless Youth, this restriction on new interim housing solutions does not apply to the ten percent youth set aside. Funding utilized in excess of the ten percent set aside will be subject to this restriction on new interim housing solutions.

Regardless of whether regional applicants receive their allocation jointly or individually, all funding plans must be coordinated regionally to ensure activities described in the Regionally Coordinated Homelessness Action Plan are adequately funded and carried out collaboratively and effectively across regional partners, without duplication of efforts.

C. Required Components – Regionally Coordinated Homelessness Action Plan

Applicants must present a Regionally Coordinated Homelessness Action Plan that fully complies with HSC section 50233(c). This plan shall lay out a strategic approach to address homelessness within the region, emphasizing collaborative efforts among participating applicants. The plan must include the following key elements and follow the specified process.

HSC section 50233(c) outlines the following key elements of the Regionally Coordinated Homelessness Action Plan.

5. Identifying Roles and Responsibilities

The plan must identify and describe the specific roles and responsibilities of each participating applicant within the region as they pertain to:

- Outreach and site coordination.

- Siting and use of available land.
- The development of interim and permanent housing options.
- Coordinating, connecting, and delivering services to individuals experiencing homelessness or at risk of experiencing homelessness, within the region.
- OPTIONAL: The roles and responsibilities of smaller jurisdictions that have elected to collaborate on the plan may also be included.

6. System Performance Measures

The plan must use the following system performance measure (SPM) data for the region, which shall include:

- SPM 1a: Number of people accessing services who are experiencing homelessness.
 - SPM 7.1a: Racial and ethnic disparities among those accessing services who are experiencing homelessness.
- SPM 1b: Number of people experiencing unsheltered homelessness on a single night (unsheltered PIT count).
 - SPM 7.1b: Racial and ethnic disparities among those experiencing unsheltered homelessness on a single night.
- SPM 2: Number of people accessing services who are experiencing homelessness for the first time.
 - SPM 7.2: Racial and ethnic disparities in the number of people accessing services who are experiencing homelessness for the first time.
- SPM 3: Number of people exiting homelessness into permanent housing.
 - SPM 7.3: Racial and ethnic disparities in the number of people exiting homelessness into permanent housing.
- SPM 4: Average length of time that people experienced homelessness while accessing services.

- SPM 7.4: Racial and ethnic disparities in the average length of time that people experienced homelessness while accessing services.
- SPM 5: Percent of people who return to homelessness within six months of exiting homelessness response system to permanent housing.
 - SPM 7.5: Racial and ethnic disparities in the percent of people who return to homelessness within six months of exiting homelessness response system to permanent housing.
- SPM 6: Number of people with successful placements from street outreach projects.
 - SPM 7.6: Racial and ethnic disparities in the number of people with successful placements from street outreach projects.

NOTE: Cal ICH will provide all applicants with SPM data based on the latest calendar year (2022) at the CoC level to be used to fill in these measures for the application. Cal ICH will release this data to all eligible applicants by the end of October 2023.

7. Key Actions to Improve Performance

The plan must describe key actions the region intends to take to improve each of the above performance measures. For each Key Action, applicants must identify:

- The sources of federal, state, and local funding the region intends to use to achieve the action steps and objectives.
- The lead entity and collaborating entities responsible for achieving each key action.
- Timeframes for implementing the key actions.
- Methods to measure the success of the key actions and related performance measures.
- OPTIONAL: key actions of smaller jurisdictions in the region that elect to collaborate in the plan.

8. Key Actions to Ensure Racial and Gender Equity

The plan must describe key actions the region will take to ensure racial and gender equity in:

- Service delivery
- Housing placements
- Housing retention
- Any changes to procurement or other means to affirm equitable access to housing and services for racial and ethnic groups overrepresented among residents experiencing homelessness.
- Given the PIT data on race equity for people experiencing unsheltered homelessness, the plan also must describe how the CoC collaborates with cities and counties to address how people served through place-based encampment resolution projects have or will be included in prioritization for permanent housing within coordinated entry systems.

9. Key Actions to Reduce Exits to Homelessness from Institutional Settings

The plan must describe actions **each participating applicant** will take to reduce homelessness among individuals exiting institutional settings, including but not limited to:

- Jails
- Prisons
- Hospitals
- Any other institutions such as foster care, behavioral health facilities, etc. as applicable in the region.

10. Utilization of Funding Programs to End Homelessness

The plan must include the total amount of available funding, the amount prioritized for permanent housing solutions, and an explanation of how **each participating applicant** is utilizing local, state, and federal funding programs to end homelessness. These programs must include, but are not limited to:

- The Homekey Program, as described in Section 50675.1.1.
- The No Place Like Home Program, as described in Section 50675.1.1.

- The Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2).
- The Housing for a Healthy California Program (Part 14.2 (commencing with Section 53590)).
- The Homeless Housing, Assistance, and Prevention Program (Chapter 6 (commencing with Section 50216)).
- Funding distributed to local jurisdictions pursuant to subparagraph (B) of paragraph (2) of subdivision (b) of Section 50470, known as the Building Homes and Jobs Act.
- The California Emergency Solutions Grants Program (Chapter 19 (commencing with Section 50899.1) of Part 2).
- The National Housing Trust Fund established pursuant to the Housing and Economic Recovery Act of 2008 (Public Law 110-289) and implementing federal regulations.
- The HOME Investment Partnerships Act (Chapter 16 (commencing with Section 50896)) and
- Parolee or probation programs that are intended to prevent homelessness upon release.

11. Connecting Individuals to Support Services

The plan must explain how the region is connecting, or will connect, individuals to wrap-around services from all eligible federal, state, and local benefit programs. This includes but is not limited to:

- CalWORKs
- CalFresh
- Medi-Cal and benefits through Managed Care Plans
- Supplemental Security Income/State Supplemental Program and disability benefits advocacy
- In-home supportive services

- Adult protective services
- Child welfare,
- Behavioral health services, and
- Child care.

These components are designed to create an effective and comprehensive strategy to address homelessness in the region, ensuring that all applicants collaborate to achieve their shared goals.

D. Required Components – Memorandum of Understanding

A Memorandum of Understanding (MOU) must be submitted along with the application. This MOU must be signed by each participating applicant committing to participate in and comply with the Regionally Coordinated Homelessness Action Plan. The finalized Regionally Coordinated Homelessness Action Plan must be reflected in this Memorandum of Understanding (MOU). Regions are encouraged to update these MOUs to reflect any subsequent updates or revisions in their Action Plans.

E. Required Steps – Application Development, Submission, and Posting

Applicants are required to complete the following processes to develop, submit, and publicly post their HHAP-5 applications.

1. Engage Key Stakeholders

Per HSC sections 50233 (d) and (e), participating applicants are required to collaborate and engage in a public stakeholder process while developing the Regionally Coordinated Homelessness Action Plan. This inclusive process ensures that all key stakeholders have the opportunity to contribute their valuable insights and experiences to the plan, before it is completed. The public stakeholder process must include at least three public meetings, allowing for extensive input from various groups and individuals. During the public stakeholder process, participating applicants shall invite and encourage the active participation of the following groups:

- People with lived experience of homelessness
- Youth with lived experience of homelessness

- Persons of populations overrepresented in homelessness
- Local department leaders and staff from qualifying smaller jurisdictions, including child welfare, health care, behavioral health, justice, and education system leaders
- Homeless service and housing providers operating within the region
- Medi-Cal Managed Care Plans contracted with the State Department of Health Care Services in the region
- Street medicine providers and other service providers directly assisting people experiencing homelessness or at risk of homelessness.

Applicants will be required to 1) certify they engaged in the above-described process as part of developing their application, 2) provide the date of the three public meetings, and 3) describe how specific groups were invited and encouraged to engage in the public stakeholder process.

2. Become Part of a Regional Memorandum of Understanding (MOU)

Per HSC section 50233(f), the Regionally Coordinated Homelessness Action Plan must be reflected in a Memorandum of Understanding (MOU) signed by each participating applicant. The MOU shall commit all signatories to participate in and comply with the Regionally Coordinated Homelessness Action Plan.

Optional: Smaller jurisdictions within the region may choose to sign the MOU and commit to participating in and adhering to the Regionally Coordinated Homelessness Action Plan. To support this, counties are encouraged to allocate resources from program funding to smaller jurisdictions that actively engage in and comply with the plan.

3. Submit a Complete Application

The HHAP-5 application will be available and must be completed online. Applicants will have six months to complete and submit the HHAP-5 application. All required application components must be submitted through the online application portal by March 27, 2024. Upon submission of the online application, the applicant will receive a confirmation email that includes a copy of the application and details about the next steps in the application process. More information is available below in [Section VI. "Application Review and Award Process"](#).

4. Post the Regionally Coordinated Homelessness Action Plan

Per HSC 50235 sections (g) and (h)(11), participating applicants or CoC entities involved in the Regionally Coordinated Homelessness Action Plan are required to publish the proposed, approved, and amended versions of their Action Plans on their respective internet websites.

F. Cal ICH's Role – Consultation and Consideration

Per HSC section 50233(j), throughout the process, the Council is open to consulting with local governments, public agencies, groups, or individuals, and will carefully consider any written comments received. Cal ICH will take into consideration the comments and consultations to ensure that a Region's Regionally Coordinated Homelessness Action Plan substantially complies with the HHAP-5 statute and the guidelines in this NOFA.

VI. APPLICATION REVIEW AND AWARD PROCESS

HHAP-5 applications will be reviewed upon receipt of the online application submission, including all required components and documentation. Upon receiving the proposed Regionally Coordinated Homelessness Action Plan, Cal ICH will review the plans in coordination with the Department of Housing and Community Development, the State Department of Health Care Services, and the State Department of Social Services.

During the 90-day review period, Cal ICH will either notify the applicant that their application was approved or will notify the applicant that an amended application is required. If necessary, Cal ICH will request additional amendments prior to approving the application.

The Council shall approve or deny an application, and the determination of the amount of funding to be provided shall be final. (HSC § 50232(e).)

Upon application approval, Cal ICH will issue award letters and will send contract packages to each Administrative Entity. Administrative Entities will have 30 days to complete and return the contract packages. Once contracts are executed, grantees will receive their initial disbursement in one check. See below for more information on the disbursement of HHAP-5 funds.

VII. FUNDS DISBURSEMENT

A. Initial Disbursement

Once contracts are executed, the Council will take the necessary steps to disburse the initial HHAP-5 allocations to each Administrative Entity, including:

- *HHAP-5 Planning Allocations:* 100 percent of the eligible city, county, or CoCs HHAP round 5 planning allocation.
- *Initial HHAP-5 program allocations:* 50 percent of the eligible city, county, or CoCs HHAP round 5 base allocation.
- *Supplemental Funding allocations:* 100 percent of the eligible city, county, or CoCs share of the \$100 million Supplemental Funding.

The Council and recipients of HHAP-5 shall post final round 5 program applications to their respective internet websites within 30 days of disbursement to the applicant. (HSC § 50235(g).)

B. Remainder Disbursement

In order to be eligible to receive the remainder 50 percent of the HHAP-5 base allocation, eligible applicants must (1) demonstrate sufficient spenddown of the initial HHAP-5 program allocation **and** (2) submit an updated Regionally Coordinated Action Plan pursuant to HSC section 50235(h).

1. Sufficient Spenddown

To demonstrate sufficient spenddown, grantees must obligate at least 75 percent of the initial HHAP-5 allocation and expend at least 50 percent of the initial HHAP-5 allocation **by June 30, 2026**. If a grantee fails to obligate or expend the minimum amount, the Council shall not disburse the remaining 50 percent of its HHAP-5 base allocation unless both of the following occur:

- On or before June 30, 2026, the recipient submits an alternative disbursement plan that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2027.
- The Council approves the submitted alternative disbursement plan.

2. Updated Regionally Coordinated Homelessness Action Plan

Each region must submit an updated Regionally Coordinated Homelessness Action Plan to the Council no later than January 31, 2026. (HSC § 50235(h).) This plan shall include updates on the system performance measures and demonstrate advancements of associated key actions carried out to improve

these measures, as outlined in the original approved Action Plan. (HSC § 50233.) Additional guidance on the requirements for these updated Action Plans will be released under separate cover.

Please note, per HSC section 50235(h)(11), all proposed, approved, and amended Regionally Coordinated Homelessness Action Plans should be posted on the internet website of all participating jurisdictions and CoCs.

The Council may reject a revised Regionally Coordinated Homelessness Action Plan based on the region's failure to timely submit the plan and/or inability to implement Council's required changes within the specified time frame.

Additionally, in cases where a participating jurisdiction consistently fails to implement actions aligned with its Regionally Coordinated Homelessness Action Plan or undertakes actions contrary to the objectives of HSC section 50233, the Council retains the right to withhold or decline the disbursement of the remaining 50 percent of funds until such time as the jurisdiction demonstrates to the Council that they are in substantial compliance with the requirements of this section.

Therefore, the remaining 50 percent of HHAP-5 base allocation funds shall be disbursed upon the approval of the updated Regionally Coordinated Homelessness Action Plan **and** demonstration that at least 75 percent of the initial round 5 program allocation are obligated and at least 50 percent of the initial round 5 program allocation are expended **by June 30, 2026**.

C. Final Expenditure Deadline

Grantees must fully expend ALL HHAP-5 funds, including supplemental allocations, by June 30, 2028.

VIII. MONITORING, DOCUMENTATION, AND REPORTING

Administrative Entities must be able to demonstrate that HHAP-5 funds were expended for eligible uses to benefit members of the eligible population. Cal ICH will include additional information on monitoring and reporting requirements in the standard agreement executed prior to distribution of HHAP-5 funds to each CoC, large city, and county. In addition to Cal ICH monitoring and reporting requirements, it is expected that CoCs, large cities, and counties will provide direct oversight of subrecipients of HHAP-5 funds and ensure that subrecipients comply with HHAP-5 program funding requirements. Cal ICH may request the repayment of funds or pursue any other remedies available, at law or in equity, for failure to comply with reporting requirements.

D. Reporting

Grantees are required to report on program funding quarterly and annually and must submit a final report at the end of the grant period. After contracts have been executed and award checks have been mailed, Cal ICH will reach out to grantees about how to submit quarterly and annual reports.

In addition to the quarterly and annual reports, described below, the Grantee shall submit to Cal ICH all other reports, updates, and information that Cal ICH deems necessary to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted in a form and manner provided by Cal ICH.

13. Quarterly Reports

HHAP recipients must report quarterly on program funds obligated and expended in each eligible use category approved in the application.

14. Annual Reports

HHAP recipients must report on the following annually:

- Specific uses, obligations, and expenditures of any program funds broken out by eligible uses;
- Number of individuals and families served, including demographic information;
- The types of housing assistance provided, broken out by the number of individuals;
- Outcome data for individuals served through program funds;
- The number of individual exits to permanent housing from unsheltered environments and interim housing resulting from this funding;
- Partnerships among entities or lack thereof;
- Participant and regional system performance measure outcomes;
- Racial equity;
- Any other metrics deemed appropriate by Cal ICH.

15. Budget Modifications

Grantees may revise their approved budgets on file with Cal ICH through a Budget Modification when there is any increase or decrease to the total budgeted or expended amount for any eligible use category based on regional

needs. Grantees may submit a Budget Modification with the regular quarterly and annual reports. If a modification is needed in between reports, a grantee should reach out the Cal ICH at calichgrants@bcsh.ca.gov.

16. Final Report

All grantees must submit a final report in a format provided by Cal ICH, including detailed uses of all program funds, no later than October 1, 2028.

E. Fiscal Monitoring Requirements

1. June 2026 Obligation and Expenditure Requirement

All grantees must submit confirmation that no less than 75 percent of their initial round 5 program allocations have been contractually obligated and that no less than 50 percent of initial round 5 program allocations have been expended by June 30, 2026.

If less than 75 percent is obligated or less than 50 percent is expended on or before June 30, 2026, the grantee must submit an alternative disbursement plan that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2027.

Cal ICH must approve this alternative disbursement plan. If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2027, the funds shall be returned to Cal ICH to be allocated as supplemental awards.

2. Final Expenditure Requirement

All grantees must submit confirmation that 100 percent of round 5 program funds have been expended by June 30, 2028. Any remaining amounts not expended by that date will be returned to the state's General Fund.

3. Records Retention Requirement

The grantee must retain all documentation pertaining to performance of the grant for a minimum period of five years after the final expenditure deadline. 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.

Cal ICH or its designee has the right to review, obtain, and copy all records and supporting documentation pertaining to performance under the Standard Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested, to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information

related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with HHAP Program laws, guidance, and the standard agreement.

If upon inspection of records Cal ICH identifies noncompliance with grant requirements, Cal ICH retains the right to impose a corrective action plan on the grantee.

F. Other Requirements

1. Participation in Homeless Management Information System (HMIS)

Pursuant to Assembly Bill (AB) 977 (Statutes of 2021-22), grantees who have been awarded HHAP funding must enter Universal and Common Data Elements as defined by HUD on the individuals and families served into the local HMIS.

All applicants agree to participate and enter data on individuals and families served by this funding into the local HMIS. HSC section 50220.6 details specifications related to the data elements that needs to be reported.

Cal ICH has technical assistance available to grantees that need support in meeting these requirements.

2. Housing First Requirement

All recipients of HHAP-5 program allocation must comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code. Housing First is an evidence-based, client-centered approach that recognizes housing as necessary to make other voluntary life changes, such as seeking treatment or medical care. This approach is in contrast with the traditional model of rewarding “housing readiness.” The goal of Housing First is to provide housing to individuals and families quickly with as few obstacles as possible, along with voluntary support services according to their needs.

3. Legal Documents

Upon the award of HHAP funds, Cal ICH shall enter into Standard Agreements with Grantees that govern how HHAP funds must be spent. These agreements shall ensure adherence to the objectives and requirements of the HHAP-5 program. No award shall be disbursed until both Cal ICH and a grantee fully executes an agreement regarding HHAP funds.

IX. GRANT ADMINISTRATION TRANSITION

Pursuant to HSC section 50231, it is the intent of the Legislature for the Council to administer HHAP in partnership with HCD. It is further the intent of the Legislature to enact legislation in the Budget Act of 2024 to transfer the grant administration

work of the Council to HCD, which is a Council member department. As entities both under BCSH, the Council and HCD will continue to coordinate closely to achieve a seamless transition for HHAP grantees. Ultimately, transferring the administration of the grant programs to HCD will allow for greater support and technical assistance to grantees, ensuring greater homelessness reduction outcomes.

X. RESOURCES AND CONTACT INFORMATION

Additional information including the HHAP Program Guidance can be found on the HHAP website: https://www.bcsch.ca.gov/CalICH/hhap_program.html.

If you have questions, please direct them to the Cal Ich grants inbox at Calichgrants@bcsh.ca.gov.

Appendices

Appendix A: Definitions

The following HHAP- 5 program terms are defined in accordance with HSC section 50230:

- a. "Agency" means the Business, Consumer Services, and Housing Agency or BCSH.
- b. "Applicant" means a continuum of care, city, county, or a region for purposes of the Regionally Coordinated Homelessness Action Plan requirements pursuant to this chapter.
- c. "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- d. "Continuum of care" means the same as defined by the United States Department of Housing and Urban Development in Section 578.3 of Title 24 of the Code of Federal Regulations.
- e. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- f. "Regionally Coordinated Homelessness Action Plan" means the regionally coordinated homelessness action plan described in HSC Section 50233.
- g. "Council" means the associated staff within the Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- h. "Department" means the Department of Housing and Community Development.
- i. "Emergency shelter" has the same meaning as defined in HSC section 50801(e).

- j. "Grantee" means an eligible applicant that has received its initial round 5 base allocation or total round 5 base allocation, as applicable.
- k. "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.
- l. "Homeless Management Information System" means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- m. "Homeless point-in-time count" means the most recently available point-in-time count data as reflected in the Annual Homeless Assessment Report released by the United States Department of Housing and Urban Development.
- n. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age who is experiencing homelessness, as defined in Section 725(2) 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.
- o. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- p. "Memorandum of understanding" has the same meaning as defined in subdivision (f) of Section 50233.
- q. "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.
- r. "Program" means round 5 of the Homeless Housing, Assistance, and Prevention program, or round 5, established pursuant to this chapter.
- s. "Recipient" means a jurisdiction that receives funds from the council for the purposes of the program.
- t. Region: (1) Except as set forth in paragraph (2), "region" means the geographic area served by a county, including all cities and continuum of care within it. A region that has a continuum of care that serves multiple counties may submit a plan that covers multiple counties and the

cities within them or the continuum of care may participate in the regionally coordinated homelessness action plan of each individual county that is part of the continuum of care along with the cities within the county.

(2) All continuums of care within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county.

- u. "Small jurisdiction" means a city that is under 300,000 in population as of January 1, 2022, according to data published on the internet website of the Department of Finance.

Additional definitions for the purposes of the HHAP-5 program:

- v. "Administrative Entity" means the entity that will enter into contract with Cal ICH to receive HHAP funds directly for its own allocation (and the allocation(s) of other eligible applicants in the region when designated). The Administrative Entity is responsible for HHAP-5 funds and meeting the terms and conditions of the contract. Broadly speaking, this means administering funds, contracting (when necessary) with sub-recipients, and reporting on HHAP-5 dollars and activities to Cal ICH.
- w. "Cal ICH" means "California Interagency Council on Homelessness" or "Council"
- x. "Expended" means all HHAP-5 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
- y. "Interim Housing" means the full range of shorter-term, crisis options for temporary accommodations which may currently be referred to by a variety of terms: congregate or non-congregate emergency shelter; navigation centers; bridge housing; transitional housing; or other models or terms which do not require occupants to sign leases or occupancy agreements.
- z. "Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-5 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this NOFA.

Appendix B: Funds Breakdown for this NOFA – HHAP-5 Allocation

Allocation	Disbursement	Eligibility	Interim Deadlines	Final Deadlines
HHAP-5 allocation	Initial HHAP-5 program Allocations: 50% of the eligible city, county, or CoC's HHAP- 5 base allocation.	Available to Eligible Applicants upon approval of the Regionally Coordinated Homelessness Action Plan and HHAP-5 application.	Grantees must obligate at least 75% of the initial HHAP-5 allocation and expend at least 50% of the initial HHAP-5 allocation by June 30, 2026.	Grantees must fully expend <u>ALL</u> HHAP-5 funds, including supplemental and planning allocations, by June 30, 2028.
	HHAP-5 Planning Allocations: 100% of the eligible city, county, or CoCs HHAP round 5 planning allocation.	Available to Eligible Applicants upon approval of the Regionally Coordinated Homelessness Action Plan and HHAP-5 application. Allowable costs are reimbursable back to the date of NOFA publish (9/29/2023) OR as an advance for eligible applicants that do not have any available funds to cover the planning period.	None.	Grantees must fully expend <u>ALL</u> HHAP-5 funds, including supplemental and planning allocations, by June 30, 2028.
	Initial Supplemental Funding Allocations: 100% of the eligible city, county, or CoC's share of the \$100 M Supplemental Allocation.	Available to Eligible Applicants upon approval of the Regionally Coordinated Homelessness Action Plan and HHAP-5 application.	None.	Grantees must fully expend <u>ALL</u> HHAP-5 funds, including supplemental and planning allocations, by June 30, 2028.
	Remainder Disbursement: the remainder 50% of the eligible city, county, or CoC's HHAP- 5 base allocation.	Grantees must demonstrate: (1) sufficient spenddown of the initial HHAP-5 program allocation and (2) submit an updated Regionally Coordinated Homelessness Action Plan that includes updates on SPMs and illustrates the advancement of key actions outlined in their original Action Plan to improve those measures.	None.	Grantees must fully expend <u>ALL</u> HHAP-5 funds, including supplemental and planning allocations, by June 30, 2028.

**County of Riverside
Department of Housing and Workforce Solutions
(as Administrative Entity on Behalf of the County of Riverside CoC)
3403 Tenth Street, Suite 300
Riverside, CA 92501**

and

City of Riverside

**Homeless Housing, Assistance and Prevention Round 5
Regionally Coordinated Homelessness Action Plan**

MEMORANDUM OF UNDERSTANDING: HWSCoC-MOU-0000019



**HWS HOUSING AND
WORKFORCE
SOLUTIONS**

ENGAGE. ENCOURAGE. EQUIP.



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Schedule A – Scope of Services

This Memorandum of Understanding, HWSCoC-MOU-0000019, (herein referred to as “MOU”) is made and entered into this 27th day of March, 2024, by and between 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”) and the City of Riverside, a California charter city and municipal corporation herein referred to as “PARTNER”, and collectively referred to as “Parties” and individually as “Party”, as eligible participants in the County’s Homeless Housing, Assistance and Prevention (HHAP) 5 Regionally Coordinated Homelessness Action Plan.

WHEREAS the Parties recognize the importance of addressing homelessness in the region and are committed to working together to develop and implement a coordinated plan to address homelessness in Riverside County,

WHEREAS, the Parties agree to enter into a Memorandum of Understanding to set out the actions, roles and responsibilities of each party for HHAP-5 Regionally Coordinated Homelessness Action Plan as required by the HHAP Round 5 Notice of Funding Application;

WHEREAS, the County of Riverside’s HHAP Round 5 allocation from the California Interagency Council on Homelessness (Cal ICH) is \$5,139,100.50, which will be administered by the County of Riverside Housing and Workforce Solutions.

WHEREAS, the Riverside City & County CoC’s HHAP Round 5 allocation from Cal ICH is \$5,356,513.81, which will be administered by the County of Riverside Housing and Workforce Solutions; and

WHEREAS, the City of Riverside’s HHAP Round 5 allocation from Cal ICH is \$10,858,024.16, which will be administered by the City of Riverside Housing and Human Services.

NOW, THEREFORE, the Parties do covenant and agree as follows:

1. DESCRIPTION OF SERVICES
 - a. PARTNER shall provide all services as outlined and specified in Schedule A, Scope of Services, attached hereto and incorporated herein as referenced.
2. PERIOD OF PERFORMANCE

This MOU shall be effective March 1, 2024 (“Effective Date”) and shall continue through February 28, 2028, unless terminated earlier.
3. COMPENSATION

There is no obligation of payment between COUNTY and PARTNER for the implementation and/or program services contained within this MOU.
4. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

PARTNER shall not assign or transfer any interest in this MOU 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.

6. **FORCE MAJEURE**

If either party is unable to comply with any provision of this MOU 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.

7. **GOVERNING LAW**

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

8. **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 MOU 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. PARTNER shall proceed diligently with the performance of this MOU pending resolution of a dispute.

B. Prior to the filing of any legal action related to this MOU, 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.

9. **ADMINISTRATIVE/CONTRACT LIAISON**

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

10. **NOTICES**

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

HWS:

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

City:

City of Riverside
Department of Housing and Human Services
3900 Main Street, 5th Floor
Riverside, CA 92522

11. **SIGNED IN COUNTERPARTS**

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

12. ELECTRONIC SIGNATURES

Each party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signatures of the parties included in this MOU 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.

13. MODIFICATION OF TERMS

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

14. ENTIRE MOU

This MOU 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 next page]

<p align="center">Authorized Signature for Housing and Workforce Solutions</p>	<p align="center">Authorized Signature for City of Riverside</p>
<p><i>Michael F. Walsh</i></p>	<p><i>Charles Mike Futrell</i></p>
<p>Printed Name of Person Signing: Heidi Marshall Michael F. Walsh</p>	<p>Printed Name of Person Signing: Mike Futrell</p>
<p>Title: Director, HWS</p>	<p>Title: City Manager</p>
<p>Address: 3403 Tenth Street, Suite 300 Riverside, CA 92501</p>	<p>Address: 3900 Main Street Riverside, CA 92522</p>
<p>Date Signed: Mar 27, 2024</p>	<p>Date Signed: 27/03/24</p>

APPROVED AS TO FORM:

MINH C. TRAN, County Counsel

By: *Aaron C. Gettis*
 Paula S. Salcido
 Deputy County Counsel

ATTESTED TO:

By: *Donesia Gause*
 Donesia Gause
 City Clerk

APPROVED AS TO FORM:

By: *Phaedra Norton*
 Phaedra Norton (Mar 27, 2024 10:34 PDT)
 Susan D. Wilson
 Assistant City Attorney

Schedule A
Scope of Services

- A. **Participation:** The Parties agree to participate in the Regionally Coordinated Homelessness Action Plan. The Parties commit to participating in and complying with the Regionally Coordinated Homelessness Action Plan developed by the COUNTY and City of Riverside. This includes actively engaging in the planning, implementation, and monitoring of the plan to address homelessness in Riverside County.
- B. **Collaboration and Communication:** The Parties agree to collaborate and communicate effectively with each other to ensure the successful implementation of the Regionally Coordinated Homelessness Action Plan. This includes sharing information, resources, and best practices to address homelessness in the region.
- C. **Accountability:** The Parties agree to meet regularly to assess progress, address challenges, and make necessary adjustments to the Regionally Coordinated Homelessness Action Plan.
- D. **Compliance with Regulations:** The Parties agree to comply with all applicable federal, state, and local regulations related to HHAP Round 5, housing and homelessness. This includes adhering to program guidelines, reporting requirements, and funding restrictions.
- E. **Termination:** this MOU may be terminated by any Party with written notice to the other Parties. Termination period shall be thirty (30) calendar days from date of termination request. Termination of this MOU will not affect the Parties' ongoing commitment to addressing homelessness in Riverside County.
- F. **Commitment:** The Parties commit to uphold, participate in, and comply with the actions, roles, and responsibilities as fully described in Part 2 of the HHAP Round 5 Application, titled Regionally Coordinated Homelessness Action Plan, and as summarized below:
1. Commit to the roles and responsibilities as it pertains to providing outreach and site coordination, siting and use of available public land (if applicable), the development of interim and permanent housing options, and coordinating, connecting, and delivering services to individuals experiencing homelessness or at risk of experiencing homelessness, within the region.
 2. Commit to key actions each eligible applicant will take to improve the system performance measures.
 3. Commit to key actions to ensure racial and gender equity in service delivery, housing placements, housing retention, and any other means to affirm equitable access to housing and services for racial and ethnic groups overrepresented among residents experiencing homelessness.
 4. Commit to actions each Party will take to reduce homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, hospitals, and any other institutions such as foster care, behavioral health facilities, etc.
 5. Commit to the utilization of local, state, and federal funding programs to end homelessness.
 6. Commit to the roles and responsibilities of connecting individuals to wrap-around services from all eligible federal, state, and local benefit programs.

[CONTRACT NUMBER]

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

and

[AGENCY NAME]

Subrecipient Agreement for the
Homeless Housing, Assistance, and Prevention (HHAP) Program
Round 5 CoC Allocation

[PROJECT NAME]

[CONTRACT NUMBER]



HWS HOUSING AND
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Attachment VIII – Standard Agreements No. 24-HHAP-10031

This Subrecipient Agreement for the Homeless Housing, Assistance, and Prevention Program (herein referred to as "Agreement") is made and entered into this ____ day of _____, 2023, by and between [AGENCY NAME], a nonprofit corporation ([AGENCY ACRONYM]) (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 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), as amended, the State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program"), administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH); and,

WHEREAS, HHAP provides one-time block grant funds to Continuums of Care, cities with populations of 300,000 or more, and Counties to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges; and,

WHEREAS, the BCSH awarded COUNTY \$5,356,513.81 in HHAP-5 (CoC) funding pursuant to Standard Agreement No. 24-HHAP-10031.

WHEREAS, the COUNTY desires to contract with SUBRECIPIENT for eligible uses of HHAP funds that are consistent 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), as amended, which include, but are not limited to, one or more of the following: (1) Rental assistance and 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 HHAP Program funds.
- B. "BCSH" means the State of California Business, Consumer Services and Housing Agency.
- C. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.

- D. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- E. "CES" means the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- F. "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.
- G. "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.
- H. "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.
- I. "Emergency Shelter" has the same meaning as defined in Health and Safety Code section 50801, subdivision (e).
- J. "Expend" or "Expended" means all HHAP funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- K. "HCD" means the California Department of Housing and Community Development that administers the "Program".
- L. "HHAP" or "Program" means the Homeless Housing, Assistance, and Prevention Program established pursuant to Chapter 6 of Part 1 of Division 31 of the Health and Safety Code. HHAP and Program are used interchangeably in this Agreement.
- M. "HMIS" means the Riverside County Homeless Management Information System.
- N. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- O. "Homelessness Prevention" means assistance that includes housing relocation and stabilization services and/or short- and/or medium-term Rental Assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the Homeless definition in 24 CFR 578.3.
- P. "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.

- Q. “Housing First” has the same meaning as in Welfare and Institutions Code section 8255, including all of the core components listed therein.
- R. “Instance(s) of Service” means each encounter with a member of the Target Population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by provider X on Tuesday. The same individual checks into the same warming center the next night. This counts as two (2) instances of service for this activity.
- S. “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 HHAP funds allocated to SUBRECIPIENT pursuant to this Agreement.
- U. “Participants” 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 [AGENCY NAME], including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and [AGENCY NAME] 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.

2. PERIOD OF PERFORMANCE

This Agreement shall be effective upon signature by both parties ("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 [DATE]. The estimated end date for full performance of all services provided to the Target Population may be extended to a date as needed by the parties with written approval from HWS, on the condition that all funds are Expended by the County Expenditure Deadline set forth in Section A.5 of Schedule A.

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 HHAP funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by the County Expenditure Deadline set forth in Section A.5 of Schedule A. Any HHAP funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by the County 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 HHAP-5 (CoC) funds hereunder, SUBRECIPIENT agrees to comply with all terms and conditions of this Agreement and all applicable conditions set forth in the Standard Agreement No.'s 24-HHAP-10031 between COUNTY and BCSH, as a subrecipient/subgrantee of COUNTY. The Standard Agreement No.'s 24-HHAP-10031 between COUNTY and BCSH ("Standard Agreements") 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 Standard 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 Standard 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 BCSH. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by BCSH. 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 HHAP 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 BCSH'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 HHAP funds;
- (2) Revoke any other existing HHAP award(s) to the SUBRECIPIENT;
- (3) Require the return of any unexpended HHAP funds disbursed under this Agreement;
- (4) Require repayment of HHAP funds disbursed and Expended under this Agreement;
- (5) Require the immediate return to COUNTY of all funds derived from the use of HHAP 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 HHAP 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. PROHIBITION AGAINST CONFLICTS OF INTEREST

A. SUBRECIPIENT and its assigns, employees, agents, and consultants, shall become familiar with and shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the regulations prohibiting conflicts of interest contained in 24 CFR 570.611.

- B. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- C. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- D. No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HUD-assisted activity, or with respect to the proceeds from the HUD-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
- E. SUBRECIPIENT understands and agrees that no waiver of exception can be granted to the prohibition against conflict of interest except upon written approval of HUD pursuant to 24 CFR 570.611(d). Any request by SUBRECIPIENT for an exception shall first be reviewed by COUNTY to determine whether such request is appropriate for submission to HUD in the COUNTY'S sole and absolute discretion. In determining whether such request is appropriate for submission to HUD, COUNTY will consider the factors listed in 24 CFR 570.611(d)(2).
- F. Prior to the distribution of any HUD funding under this Agreement, SUBRECIPIENT shall provide COUNTY, in writing, a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision making process, exercise any functions or responsibilities, or gain inside information with respect to the HUD activities funded under this Agreement. SUBRECIPIENT shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict that may arise with respect to the HUD activities funded under this Supplemental Agreement.

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, BCSH, 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, BCSH, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit

COUNTY, BCSH, 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), HHAP 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. HHAP 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 \$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.

20.1 **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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 HHAP 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.

26. 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.

27. CORE COMPONENTS OF HOUSING FIRST

SUBRECIPIENT shall ensure that any housing-related activities funded with HHAP 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).

28. 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).

29. 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.

30. 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 SUBRECIPIENT'S condition of employment or Subcontract.

31. 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.

32. SUBCONTRACTS

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

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

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

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

(3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; 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 HHAP funds by the County Expenditure Deadline set forth in Section A,5 of Schedule A.

33. **SUPPLANTATION**
SUBRECIPIENT shall not use HHAP funds under this Agreement to supplant any existing local funds for homeless housing, assistance or prevention. 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 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.
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 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. 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 HHAP 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.

40. 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:

[AGENCY NAME]
[ADDRESS]
[CITY, CA ZIPCODE]

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 changed or modified only by a written amendment signed by authorized representatives of both parties.

44. 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.

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

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
Printed Name of Person Signing: [NAME]	Printed Name of Person Signing: Heidi Marshall
Title: [TITLE]	Title: Director Housing and Workforce Solutions
Date Signed:	Date Signed:

Schedule A
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed [AMOUNT]. Said funds shall be spent according to the line item budget below:

HHAP-5 (CoC) [Project Name]		
BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
Staff	Salaries/benefit costs for employees providing services to clients	[AMOUNT]
Operations/Supportive Services	Costs of operating facilities and providing supportive services to clients	[AMOUNT]
Administrative Costs (Limited to 5% of total budget)	Administrative items including, but not limited to, administrative staffing costs	[AMOUNT]
TOTAL		[AMOUNT]

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) HHAP 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

HHAP-5 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses as identified in

Health and Safety Code section 50216 et seq. including, but not limited to, sections 50218.6 and 50220.7.

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 HHAP 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 Health and Safety Code sections 50216 et seq., and such activities are approved in writing by COUNTY and BCSH prior to the expenditure of funds for those activities.
3. BCSH, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HHAP 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 BCSH 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 [DATE] ("County Expenditure Deadline"). Unless approved by HWS in writing, all final requests for reimbursement of authorized HHAP expenditures under this Agreement must be submitted to HWS no later than 60 calendar days after the County 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 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.7 INTEREST-BEARING ACCOUNTS

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

reported on as required by BCSH and COUNTY. Consistent with Health and Safety Code Section 50218.6(e), at least ten percent (10%) of these proceeds from HHAP-5 funds must be allocated and returned to COUNTY to establish or expand services for Homeless Youth.

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 HHAP FUNDS

BCSH allows for the COUNTY to reprogram funds under the HHAP 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 BCSH, reserves the right to reprogram funds as needed after awards are announced to ensure funding spending goals and HHAP Program compliance under Health and Safety Code Section 50216 et seq.

During the course of the grant period, COUNTY will review SUBRECIPIENT's spending to determine the projected amount to be spent/unspent by the County 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 APPLICATION

- A. SUBRECIPIENT has submitted to COUNTY an application in response to RFP COARC-[NUMBER] for HHAP funds (“Application”) to provide critical assistance to individuals experiencing homelessness. COUNTY is entering into this Agreement based on, and in substantial reliance upon, SUBRECIPIENT’s facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by COUNTY.
- B. SUBRECIPIENT warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of SUBRECIPIENT’s knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.
- C. SUBRECIPIENT shall work with the Target Population, which includes literally homeless individuals as defined by 24 CFR 578.3. Prioritization will be provided to individuals who are currently residing in an emergency shelter to ensure turnover of beds to support existing unsheltered populations.
- D. SUBRECIPIENT shall adhere to the Housing First Model to establish short-term or medium-term rental assistance and meet all State requirements specified in Health and Safety Code sections 50218.6(f) and 50219(c)(1-8).

B.2 SCOPE OF SERVICES

A. Project Description
[PROJECT NAME]

B. Project Detail

Project Component Type:	Service
Funding Costs for:	[PROJECT NAME]
Population Focus:	Homeless and Individuals At-Risk of Homelessness Households

C. Performance Measurements Outcome Statement

Outcomes (Data Analysis)

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

Outcome Performance Measures	Total
# of Units / Households served through rapid rehousing	Minimum [#]
# of Beds / Persons served through rapid rehousing	Minimum [#]
% Persons exited achieved housing stability	Minimum [#]%
% Persons exited back into homelessness	Maximum [#]%

B.3

HOMELESS MANAGEMENT INFORMATION SYSTEM

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

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.
2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
3. SUBRECIPIENT shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website:
https://rivcohws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf
4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with COUNTY, a copy of which is attached hereto and incorporated herein as Attachment VI, and is also located on the following website:
[https://rivcohws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20\(1\).pdf](https://rivcohws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20(1).pdf)
5. SUBRECIPIENT agrees to provide BCSH access to HMIS data collected and entered into the SUBRECIPIENT'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.
6. SUBRECIPIENT agrees to submit reports, as requested by County in order for County to comply with its reporting requirements.

B.4 COORDINATED ENTRY SYSTEM

1. Participation is defined by CES training attendance, complying with Riverside County CES Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis. The Riverside County CES Policies and Procedures may be located on the following website:
https://drive.google.com/file/d/1L4tSjOq6j7VtD_XFtA89-uuJfKyhcbll/view?usp=sharing
2. SUBRECIPIENT shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the Riverside County CES Policies and Procedures.
3. SUBRECIPIENT agrees to work with the CES Lead Agency and coordinate delivery of services (e.g. street outreach, housing navigation, case management, landlord incentive programs, and all other supportive services and housing assistance) to support inquiries received through the CES HomeConnect Hotline and by name list.

4. SUBRECIPIENT agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
5. SUBRECIPIENT shall utilize the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) to screen individuals with high barriers to help them gain access to housing services through the CES.
6. SUBRECIPIENT agrees to provide BCSH access to CES data collected and entered into the SUBRECIPIENT'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.
7. SUBRECIPIENT agrees to participate in and accept referrals from the Continuum of Care's Coordinated Entry System (CES).

B.5 REPORTING REQUIREMENTS

- A. SUBRECIPIENT shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to BCSH.
- B. Information needed for reporting purposes include but are not limited to the followings. Subrecipient is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.
 1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
 2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
 3. The type of housing assistance provided, broken out by the number of individuals.
 4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
 5. Number of Instances of Service.
 6. Increases in capacity for new and existing programs.
 7. The number of unsheltered homeless individuals becoming sheltered.
 8. The number of homeless persons entering permanent housing.

- C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
1. Chronically Homeless
 2. Homeless veterans
 3. Unaccompanied Homeless Youth
 4. Homeless persons in families with children
- D. SUBRECIPIENT will also be asked to comment on the following:
1. Progress made toward local homelessness goals.
 2. The alignment between HHAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
 3. Any other effects from HHAP funding that the COUNTY would like to share (optional).

ATTACHMENT I
MONTHLY PERFORMANCE REPORT



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

Organization Name: _____

Project Name: _____

Contact Person: _____ **Position:** _____

Email: _____ **Phone Number:** _____

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

Total Award Amount: _____

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

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

Part 3: Challenges:

-

Part 4: Request for Training / Technical Assistance

-

Part 5: Comments / Remarks

-

ATTACHMENT II
Privacy and Security Standards

I. PHYSICAL SECURITY

The 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**
[AGENCY NAME]
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 316(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

[STREET ADDRESS]
[CITY, CA ZIPCODE]

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 (<u>current version</u> of Form 3106 or Form 2076A, depending on the grant)
❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses

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)

[CONTRACT NUMBER]



**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 Tomo		
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.

Good Neighbor Community Policy

Purpose

The Continuum of Care (CoC) strongly recommends for projects to incorporate good neighbor policies as part of a good faith effort to strengthen coordination and reduce negative impacts to regions, and neighbors in impacted areas. A template for projects to use in this process is attached herein recognizing that this is a general template that may not be a “one size fits all” for all areas.

Background

Some communities are hesitant to welcome homeless services or supportive housing programs due to misunderstandings, stigma, or prior negative experiences. The Good Neighbor Community Policy is a proactive tool that:

- Establishes best practices for community collaboration
- Builds trust and transparency with neighbors
- Provides strategies to reduce real or perceived impacts
- Promotes successful, respectful program implementatio

**See community guide on the next page.*

Good Neighbor Community Guide

- I. Community Outreach and Engagement
 - a. Facilitate community meetings prior to start of project
 - b. Summarize business, resident and local government concerns
 - c. Develop strategies to mitigate concerns
 - d. Present mitigating strategies to stakeholders
 - e. Maintain open and ongoing community dialogue
- II. Community Action Committee
 - a. Business
 - b. Residents
 - c. Faith-based organizations
 - d. Host City Staff Representatives
 - e. Persons with lived experiences
 - f. Police and Fire department
 - g. County
- III. Building Design
 - a. Nicest residential or commercial development on the block
 - b. Privacy fencing
 - c. Security cameras
 - d. Parking
 - e. Recreational Areas
 - f. Pet friendly options
- IV. Operational Standards
 - a. Policies to define role of county and city
 - b. Clearly defined referral protocols
 - c. 24/7 phone contact
 - d. Neighborhood patrol
 - e. Transportation and parking policies
 - f. Client/resident rules and guidelines
- V. Operational Standards
 - a. Security and safety plan
 - b. Collaboration with local Police Department and Fire Department
 - c. Communication protocols to address concerns and complaints
 - d. Public/private partnerships to involve and engage businesses/residents
 - i. Volunteer opportunities
 - ii. Corporate social responsibility
 - iii. Donation Programs

ATTACHMENT VIII
HHAP Time/Activity Report

COUNTY OF RIVERSIDE CONTINUUM OF CARE - HHAP TIME & ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL		
SERVICE STAFF (HHAP Only)																																		
HHAP Service Activities																																		0.00
ADMINISTRATIVE STAFF (HHAP Only)																																		
HHAP Administrative Activities																																		0.00
NON-PROJECT (Time not worked on HHAP)																																		
Non-Project																																		0.00
FRINGE HOURS																																		
Vacation																																		0.00
Sick																																		0.00
Holiday																																		0.00
Other Paid Time Off																																		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 - HHAP (Services)	0.00
Actual Hrs - HHAP (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 VIII
 Standard Agreement No. 24-HHAP-10031
 Standard Agreement No.

SCO ID: 2240-24HHAP10031

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-HHAP-10031	PURCHASING AUTHORITY NUMBER (If Applicable)
--	---

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

CONTRACTING AGENCY NAME
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME
 Riverside City & County CoC and County of Riverside

2. The term of this Agreement is:

START DATE
 Upon HCD approval

THROUGH END DATE
 6/30/2029

3. The maximum amount of this Agreement is:
 \$5,356,513.81 (Five Million Three Hundred Fifty Six Thousand Five Hundred Thirteen Dollars and Eighty One Cents)

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	13
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ -	Exhibit D HHAP General Terms and Conditions	11
+ -	Exhibit E Special Terms and Conditions	3
+ -	TOTAL NUMBER OF PAGES ATTACHED	31

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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.)
 See Attached

CONTRACTOR BUSINESS ADDRESS See Attached	CITY See Attached	STATE See Attached	ZIP See Attached
---	----------------------	-----------------------	---------------------

PRINTED NAME OF PERSON SIGNING See Attached	TITLE See Attached
--	-----------------------

CONTRACTOR AUTHORIZED SIGNATURE See Attached	DATE SIGNED See Attached
---	-----------------------------

SCO ID: 2240-24HHAP10031

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 24-HHAP-10031	PURCHASING AUTHORITY NUMBER (If Applicable)
--	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS 651 Bannon Street, Suite 400	CITY Sacramento	STATE CA	ZIP 95811
--	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Diana Malimon	TITLE Contract Services Section Manager
--	--

CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Diana Malimon</i>	DATE SIGNED 02/12/2025
---	----------------------------------

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)
--	---

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213

Riverside City & County CoC
and County of Riverside
Contract Number: 24-HHAP-10031

CONTRACTOR:

Riverside City & County CoC

By: County of Riverside

Its: Administrative Entity

By: Heidi Marshall, Director of Housing and Workforce Solutions Date: 02/10/2025

[print name & title of person authorized to sign]

X 

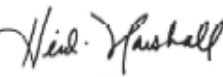
[signature of person authorized to sign]

Authorized Signatory

County of Riverside

By: Heidi Marshall, Director of Housing and Workforce Solutions Date: 02/10/2025

[print name & title of person authorized to sign]

X 

[signature of person authorized to sign]

Authorized Signatory

Address:

3403 Tenth Street, Suite 300

Riverside, CA 92501

FORM APPROVED COUNTY COUNSEL

BY: 
LISA SANCHEZ DATE

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. **Authority**

This Standard Agreement (“Agreement”) is an agreement regarding Homeless Housing, Assistance, and Prevention Program Round 5 (HHAP-5 or Program) funds.

- A. The State of California established HHAP-5 pursuant to the provisions in Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50230) of Part 1 of Division 31 of the HSC. (Amended by Stats. 2023, Ch. 40, Sec. 17 (AB 129) effective July 10, 2023).
- B. The Program is administered by the California Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency (Agency). HHAP-5 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.
- C. This Standard Agreement/Contract for Funds along with all its exhibits (Agreement) is entered into by HCD and a Continuum of Care, a city, or a county (Grantee) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the [Notice of Funding Availability](#) (NOFA) dated September 29, 2023, under which the Grantee applied, HCD guidance and directives and the requirements appearing in the statutory authority for the Program cited above.

2. **Purpose**

HHAP-5 is established for the purpose of organizing and deploying the full array of homelessness programs and resources comprehensively and effectively, and to sustain existing federal, state, and local investments towards long-term sustainability of permanent housing and supportive services. The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those

Program Name: Homeless Housing, Assistance, and Prevention Program
 Round 5 “HHAP-5”
 NOFA Date: September 29, 2023
 Approved Date: August 8, 2024
 Prep Date: November 1, 2024

Riverside City & County CoC and County of Riverside
24-HHAP-10031
Page 2 of 31

EXHIBIT A

individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (See HSC section 50230 et seq.).

HHAP funding shall:

- A. Be available to applicants for the purpose of reimbursement for planning and preparing the Regionally Coordinated Homelessness Action Plans required for the HHAP-5 application.
- B. Continue to build regional collaboration between Continuums of Care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness by fostering robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formulation of data-driven and cross-system plans designed to allocate resources in alignment with the state's priorities for homeless housing solutions. This means implementing strategies that create and sustain regional partnerships and prioritize permanent housing solutions.
- C. Ensure the long-term sustainability of housing and supportive services, by strategically pairing these funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness. Grantees are encouraged to follow the guidance provided in "[Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness](#)".
- D. Demonstrate sufficient resources dedicated to long-term permanent housing solutions, including capital and operating costs.
- E. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable provision of services and outcomes for Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.
- F. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all

Program Name: Homeless Housing, Assistance, and Prevention Program
Round 5 "HHAP-5"
NOFA Date: September 29, 2023
Approved Date: August 8, 2024
Prep Date: November 1, 2024

EXHIBIT A

levels of planning and implementation, including through opportunities to hire people with lived experience.

- G. Fund projects that provide housing and services that are Housing First compliant, per HSC section 50234(f), and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving interim or permanent housing, or other services for which these funds are used.
- H. Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

3. **Definitions**

The following HHAP-5 program terms are defined in accordance with HSC section 50230, subdivisions (A) – (X):

- A. "Agency" means the Business, Consumer Services, and Housing Agency.
- B. "Applicant" means a Continuum of Care, city, county, or a region for purposes of the Regionally Coordinated Homelessness Action Plan requirements pursuant to this chapter.
- C. "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- D. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- E. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or

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coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

- F. "Regionally Coordinated Homelessness Action Plan" means the regionally coordinated homelessness action plan described in Section 50233.
- G. "Council" means the associated staff within the Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- H. "Department" means the Department of Housing and Community Development.
- I. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- J. "Grantee" means an eligible applicant that has received its initial Round 5 base allocation or total Round 5 base allocation, as applicable.
- K. "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.
- L. "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.
- M. "Homeless point-in-time count" means the most recently available point-in-time count data as reflected in the Annual Homeless Assessment Report released by the United States Department of Housing and Urban Development.

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- N. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age who is experiencing homelessness, as defined in Section 725(2) 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.
- O. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- P. "Jurisdiction" means a city, county, Continuum of Care, or tribe, as defined in this section.
- Q. "Memorandum of Understanding" has the same meaning as defined in subdivision (f) of Section 50233.
- R. "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.
- S. "Program" means Round 5 of the Homeless Housing, Assistance, and Prevention program, or Round 5, established pursuant to this chapter.
- T.
 - 1) "Base program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges pursuant to the allowable uses specified in Section 50236.
 - 2) "Homekey supplemental allocation" means the portion of program funds available to eligible jurisdictions as supplementary Homekey resources, as defined in Section 50237.
- U. "Recipient" means a jurisdiction that receives funds from HCD for the purposes of the program.
- V.
 - 1) Except as set forth in paragraph 2) below, "region" means the geographic area served by a county, including all cities and Continuum of Care within it. A region that has a Continuum of Care that serves multiple counties may submit a plan that covers multiple

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counties and the cities within them, or the Continuum of Care may participate in the Regionally Coordinated Homelessness Action Plan of each individual county that is part of the Continuum of Care along with the cities within the county.

- 2) All Continuums of Care within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county.
- W. "Small jurisdiction" means a city that is under 300,000 in population as of January 1, 2022, according to data published on the internet website of the Department of Finance.
- X. "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code that is located in California.

Additional definitions for the purposes of the HHAP-5 program:

Allocations:

"Initial HHAP-5 Base Allocation": fifty percent (50%) of the eligible city, county, or Continuum of Care's HHAP-5 allocation.

"HHAP-5 Planning Allocation": one hundred percent (100%) of the eligible city, county, or Continuum of Care's HHAP Round 5 planning allocation.

"Initial Supplemental Funding Allocation": one hundred percent (100%) of the eligible city, county, or Continuum of Care's share of the one hundred (\$100) million Supplemental Allocation.

"Remainder Disbursement": the remaining fifty percent (50%) of the eligible city, county, or Continuum of Care's HHAP- 5 base allocation.

"Obligate": means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-5 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

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"Expended": means all HHAP-5 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4. Scope of Work

- A. The Scope of Work ("Work") for this Agreement shall include uses that are consistent with HSC section 50234, subdivision (a) (1), and section 50236, and any other applicable laws.
- B. HHAP-5 Planning Allocation funds are for the purpose of planning for and preparing the Regionally Coordinated Homelessness Action Plan required as part of the HHAP-5 regional application. Any Planning Allocation funds that are not spent on the preparation of the HHAP-5 application must be expended consistent with the purpose and requirements of the HHAP-5 program, as described below.
- C. Provided that before proposing to use HHAP-5 resources to fund new interim housing solutions, the applicant first demonstrates that the region has dedicated sufficient resources from other sources to long-term permanent housing solutions, including capital and operating costs, allowable uses of HHAP-5 base program allocation funds include all of the following:
 - 1) Permanent housing solutions, including all of the following:
 - a) Rental subsidies, including to support placement of individuals in Community Assistance, Recovery and Empowerment (CARE) Court.
 - b) Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and recruitment and relationship management costs.
 - c) Move-in expenses.
 - d) Operating subsidies in new and existing affordable or supportive housing units serving people experiencing homelessness, including programs such as Homekey, new or existing residential care facilities, funded by the Behavioral Health Continuum Infrastructure Program or the

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Community Care Expansion Program. Operating subsidies may include operating reserves.

- e) Homelessness prevention through rental assistance, rapid rehousing, and other programs, so long as they prioritize households at imminent risk of homelessness or households with incomes at or below thirty percent (30%) of the area median income, who pay more than fifty percent (50%) of their income in housing costs, and who meet criteria for being at highest risk of homelessness through data-informed criteria.
 - f) Problem-solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness.
 - g) Services for people in permanent housing, so long as the services are trauma-informed and practice harm reduction, to include intensive case management services, assertive community treatment services, critical time intervention services, other tenancy support services, evidence-based employment services, coordinating mental health, substance use, and primary care treatment, or other evidence-based supportive services to increase housing retention.
 - h) Capital for permanent housing that serves people experiencing homelessness, including conversion of underutilized buildings or existing interim or transitional housing into permanent housing.
- 2) Interim housing solutions, including all of the following:
- a) Navigation centers that are low barrier, as defined in Sections 65660 and 65662 of the Government Code, to include any of the following:
 - b) Operating expenses in existing congregate shelter sites.

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- c) Operating expenses in new or existing non-congregate shelter sites and transitional housing for youth.
- d) Motel or hotel vouchers.
- e) Services provided to people in interim housing, to include trauma-informed and evidence-based intensive case management services, housing navigation, connecting people to substance use or mental health treatment, public benefits advocacy, and other supportive services to promote stability and referral into permanent housing.
- f) Capital funding to build new non-congregate shelter sites, including for construction, rehabilitation, and capital improvements to convert existing congregate sites into non-congregate sites.
- g) Capital funding for clinically enhanced congregate or non-congregate shelter sites.
- h) Youth-focused services in transitional housing.
- 3) Service provisions and systems support including all of the following:
 - a) Services for people experiencing unsheltered homelessness, including street outreach, including, but not limited to, persons experiencing homelessness from encampment sites and those transitioning out of encampment sites funded by the program known as the Encampment Resolution Funding Grant consistent with HSC Section 50251 to access permanent housing and services. This includes evidence-based engagement services, intensive case management services, assertive community treatment, housing navigation, harm reduction services, coordination with street-based health care services, and hygiene services for people living in encampments and unsheltered individuals.
 - b) Services coordination, which may include access to workforce, education, and training programs, or other

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services needed to promote housing stability in supportive housing.

- c) 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.
 - d) Improvements to existing emergency shelters to lower barriers and increase privacy.
 - e) Any new interim sheltering funded by Round 5 funds must be low-barrier, comply with Housing First practices as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- 4) In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-5 Base Allocation must also comply with the following:
- a) At least ten percent (10%) of the funds shall be spent on services for homeless youth populations.
 - b) Not more than seven percent (7%) of funds may be used for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

Grantee shall perform the work only in the areas as identified, and in accordance with any guidance from HCD.

5) **Contract Coordinator**

HCD's Contract Coordinator for this Agreement is HCD's Grants Program Design Section Chief or their designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be sent to the HCD Contract Coordinator electronically.

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The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	California Department of Housing & Community Development	County of Riverside
SECTION/UNIT:	Policy and Program Support	
ADDRESS:	651 Bannon St SW, Suite 400 Sacramento, CA, 95811	3403 Tenth Street Suite 300, Riverside, CA 92501
CONTRACT COORDINATOR	Jeannie McKendry	James Moore
PHONE NUMBER:	(916) 490-9589	(951) 202-6823
EMAIL ADDRESS:	HPDHomelessnessGrants@hcd.ca.gov Jeannie.McKendry@hcd.ca.gov	JCMooreIII@RIVCO.ORG

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at HPDHomelessnessGrants@hcd.ca.gov. HCD reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) **Effective Date, Term of Agreement, and Deadlines**

- A. This Agreement is effective upon approval by HCD (indicated by the signature provided by HCD in the lower left section of page one, Standard Agreement, STD. 213), and when signed by all parties. Funds will be disbursed in accordance with Section 4 of Exhibit B.
- B. This Agreement shall terminate on June 30, 2029.
- C. On or before January 1, 2026, a Grantee shall submit to the Department an updated Regionally Coordinated Homelessness Action Plan, which shall include updates on the metrics and key actions to improve these metrics, which shall be reviewed and approved by HCD pursuant to HSC 50235 subdivision (h). A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent

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(50%) of their initial fifty percent (50%) HHAP-5 base allocation disbursement by June 30, 2026. This excludes both the HHAP-5 planning and Initial Supplemental Allocations. Upon demonstration by a recipient Grantee that it has complied with both of these requirements, the Department shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 base allocation pursuant to HSC Section 50235.

- 1) Grantee will demonstrate compliance with these obligation and expenditure requirements through monthly fiscal reports and by completing a certification documentation in the form and manner provided by HCD.
- D. If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 base allocation, and HCD shall not allocate to the recipient the remaining fifty percent (50%) of its HHAP-5 base allocation, unless both of the following occur:
- 1) On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
 - 2) HCD approves the alternative disbursement plan.

If a Grantee does not satisfy these requirements, HCD shall have the discretion to allocate the unused funding in a manner prescribed by HCD.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2027, the funds shall be returned to HCD to be allocated as supplemental awards in accordance with Health and Safety Code Section 50237.

- E. All HHAP-5 funds, including base allocations, planning allocations, and supplemental funding, shall be expended by June 30, 2028.
- F. Any funds, including planning allocations and supplemental funding, not expended by June 30, 2028, shall revert to, and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50235 subdivision (m).

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- G. HCD may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

7) **Capacity and Authority to Contract**

- A. By signing this Agreement, the Grantee is certifying that it has the capacity and authority to fulfill the obligations enumerated in this agreement. The Grantee further represents that it is authorized to execute this Agreement.
- B. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

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BUDGET DETAIL AND DISBURSEMENT PROVISIONS

1. **Payee**

Name: County of Riverside Amount: \$ 5,356,513.81

2. **Budget Detail & Changes**

- A. The Grantee agrees that HHAP-5 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.
- B. The Grantee shall expend the HHAP-5 funds on eligible activities as detailed in HSC 50234, subdivision (a)(1)(A) and 50236 and as described in the grantees latest approved HHAP-5 funding plan.
- C. Any changes to the Grantee's budget must be approved in writing by HCD prior to incurring expenses.

3. **General Conditions Prior to Disbursement**

- A. All Grantees must submit the following forms prior to this HHAP-5 allocation being released:
 - 1) Request for Funds Form ("RFF").
 - 2) STD 213 Standard Agreement form and Exhibits A through E.
 - 3) STD 204 Payee Data Record or Government Agency Taxpayer ID Form.

4. **Disbursement of Funds**

A. **Initial Disbursement**

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- 1) The Initial Disbursement of the HHAP-5 allocation includes the initial HHAP-5 base allocation, HHAP-5 planning allocation, and initial supplemental allocation. These funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by HCD.
- 2) The Initial disbursement of HHAP-5 funds will be disbursed in one allocation, and issued to the Grantee, identified on the Payee Data Record Form or Government Agency Taxpayer ID Form.

B. Remainder Disbursement

- 1) HCD will disburse the remaining fifty percent (50%) of HHAP-5 base allocation upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its initial Round 5 base allocation, as described below, and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan that includes updates on measures and illustrates the advancement of key actions outlined in the original Regionally Coordinated Action Plan to improve those measures, as outlined in Section 50235(h).
 - a) A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026. This excludes both the HHAP-5 planning allocation and the supplemental allocation. Upon demonstration by a grantee that it has complied with this requirement and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan, HCD shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 program allocation pursuant to Section 50234.
 - b) If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 program allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 program allocation, and HCD shall not allocate to the recipient the

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remaining fifty percent (50%) of its HHAP-5 program allocation, unless both of the following occur:

- i. On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
- ii. HCD approves the alternative disbursement plan. If HCD cannot approve an alternative disbursement plan, HCD will provide the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- c) HCD may withhold the remaining fifty percent (50%) of HHAP-5 program allocation funds from a jurisdiction that repeatedly failed to take action as specified in its Regionally Coordinated Homelessness Action Plan, or that took actions adverse to achieving the plan objectives provided pursuant to Section 50233, until such time the jurisdiction demonstrates to HCD they are in substantial compliance with the requirements of HSC 50235 subdivision (h).

5. **Expenditure of Funds**

All HHAP-5 funds must be spent consistent with the intent of the Program and the eligible uses identified in HSC section 50234, subdivision (a)(1)(A) and 50236 and in alignment with the Grantee's latest, approved funding plan.

6. **Ineligible Costs**

- A. HHAP-5 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 identified in HSC section 50234, subdivision (a)(1)(A) and 50236.
- B. HCD reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-5 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.

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- C. An expenditure which is not authorized by this Agreement, or by written approval of the Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be immediately repaid to HCD by the Grantee. A Grantee shall be prohibited from applying for future HHAP funds until they have repaid these funds to HCD.

HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-5 fund expenditures.
- D. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the Grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant.
- E. Program funds shall not be used to supplant existing Encampment Resolution Funding Grant funds provided under HSC section 50251.

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HHAP GENERAL TERMS AND CONDITIONS

1. **Termination and Sufficiency of Funds**

A. Termination of Agreement

HCD may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in [paragraph 6 of this Exhibit D](#); violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within thirty (30) days of HCD's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, 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 State of California governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

2. **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within [Exhibit D Section 12 \(Special Conditions – Grantees/Sub Grantee\)](#) or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

3. **Grantee's Application for Funds**

Grantee has submitted to HCD an application for HHAP-5 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. HCD is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be

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requested through the formal HHAP Budget Modification Request Process and are subject to approval by HCD.

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

4. Reporting/Audits

A. Reporting Requirements

- 1) **Annual Report:** Grantees will be responsible for submitting an annual report no later than April 1 each year following the receipt of funds until all funds are fully expended. The annual report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by HCD. The annual report must provide information on activities through the prior calendar, including, but not limited to, an ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information HCD deems appropriate or necessary.
- 2) **Monthly Fiscal Report:** Grantees will be responsible for submitting a monthly fiscal report in accordance with HSC section 50223, in the form and method provided by HCD. The monthly fiscal report must provide information, including but not limited to, the obligation and expenditure status of the program funds by eligible uses category.
- 3) **Final Report:** Grantees will be responsible for submitting a final report in accordance with HSC section 50223 no later than April 1, 2029, and must be submitted in the form and method provided by HCD. The final report must provide information, including but not limited to, detailed uses of all program funds.

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- 4) **HMIS/HDIS Reporting:** Grantees and their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021), and that data must be shared quarterly with the statewide Homeless Data Integration System (HDIS). As part of reporting responsibilities in accordance with HSC sections 50221, 50222, and 50223, Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide Homeless Data Integration System to fulfill grantee reporting requirements under HSC sections 50221, 50222, and 50223, however improper reporting into that system may require HCD to seek additional information directly from Grantees. Grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS is not properly tracked and shared.
- 5) HCD may require additional supplemental reporting with written notice to the Grantee.
- 6) Grantee may, at their discretion, fully expend their HHAP-5 allocation prior to the end date of the grant term and will not be required to submit monthly fiscal reports after the month in which their allocation was fully expended.

B. Auditing

HCD reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-5 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- 1) The audit shall be performed by an independent certified public accountant.

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- 2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.
- 3) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within ninety (90) days from the date of the audit finding report.

5. **Inspection and Retention of Records**

A. Record Inspection

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-5 program guidance document published on the website, and this Agreement.

In accordance with HSC section 50220.8, subdivision (m), if upon inspection of records HCD identifies noncompliance with grant requirements, HCD retains the right to impose a corrective action plan on the Grantee.

B. Record Retention

The Grantee further agrees to retain all records described in subparagraph (A) for a minimum period of five (5) years after the termination of this Agreement.

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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. Public Records Act

The Grantees' final HHAP-5 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

6. **Breach and Remedies**

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, HHAP-5 funds provided under this Agreement for any ineligible activities.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

- 1) Bar the Grantee from applying for future HHAP funds.
- 2) Revoke any other existing HHAP award(s) to the Grantee.
- 3) Require the return of any unexpended HHAP-5 funds disbursed under this Agreement.

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- 4) Require repayment of HHAP-5 funds disbursed and expended under this Agreement.
 - 5) Require the immediate return to HCD of all funds derived from the use of HHAP-5 funds.
 - 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-5 requirements.
- C. All remedies available to HCD are cumulative and not exclusive.
- D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.

7. **Waivers**

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

8. **Nondiscrimination**

During the performance of this Agreement, the Grantee and its subrecipients 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. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients 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.); the 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

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Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, HSC section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- B. **Former State Employees:** For the two (2) year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve (12) month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving State service.

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- C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) Grantee's policy of maintaining a drug-free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance program; and
 - 4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

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- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
 - 1) Will receive a copy of Grantee’s drug-free policy statement, and
 - 2) Will agree to abide by terms of Grantee’s condition of employment or subcontract.

11. Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- A. The Grantee 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 Grantee, 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.

12. Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibits C and D. These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-5 funds. Failure to comply with these conditions may result in termination of this Agreement.

- A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

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- 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 the Grantee or any Subgrantee in performing the Work or any part of it.
- 4) Agree to include all the terms of this Agreement in each subcontract.

- B. The Grantee shall monitor the activities of all subgrantees to ensure compliance with all requirements under the HHAP program.

As requested by HCD, the Grantee shall provide to HCD all monitoring documentation necessary to ensure that Grantee and its subgrantees are in continued compliance with HHAP requirements. Such documentation requirements shall be provided by HCD when the information is requested.

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

The Grantee 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, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the HHAP-5 program, the Grantee, its subrecipients, and all eligible activities.

The Grantee shall also 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. The Grantee 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,

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environmental protection, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to HCD upon request.

14. **Inspections**

- A. The Grantee 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. HCD 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. The Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15. **Litigation**

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

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SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-5 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-5 funds, must be used for HHAP-5-eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.
2. Per HSC section 50234 subdivision (f), any housing-related activities funded with HHAP-5 funds, including but not limited to emergency shelter (per HSC section 50236 subdivision (c)(3)(E), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these 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. In addition, HHAP-5 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
3. The Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-5-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-5 funding (e.g., by creating appropriate HHAP-5-specific funding sources and project codes in HMIS).
4. The Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the HMIS in accordance with their existing Data Use Agreements, and as required by HSC sections 50234(b) and 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the Homeless Management Information System, or the State Homeless Data Integration System (HDIS), which compiles all HMIS data into a statewide data warehouse, shall not be subject to public inspection or disclosure under the California Public

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Records Act. For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, HCD, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5. The Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
6. The Grantee agrees to demonstrate a commitment to racial equity and, per HSC section 50222 subdivision (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
7. The Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
8. HCD reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.
9. The Department represents that the intent of [Exhibit D Section 1\(B\)](#) is only to preserve the legislature's ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in Homeless Housing, Assistance and Prevention Program, Round 5 Notice of Funding Availability dated September 29, 2023 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of [Exhibit D Section 1\(B\)](#) once construction has commenced in compliance with Program requirements and in

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accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

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**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 BLECHMAN

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** 3.29-3.31
(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: _____

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 coarse, 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.