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

ITEM: 3.22
(ID # 28548)
MEETING DATE:
Tuesday, August 26, 2025

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify and Approve the form of Subrecipient Agreement HWSCoC-0000123 with Valley Restart Shelter for Emergency Shelter Services Utilizing Housing Homeless Incentive Program (HHIP) Funding; All Districts. [Total Cost: $200,000; 100% State Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the form of the attached Subrecipient Agreement HWSCoC-0000123 with Valley Restart Shelter (VRS) for Emergency Shelter services for a total amount of $200,000 for the period beginning March 1, 2025 through March 31, 2027;

2. Authorize the Housing and Workforce Solutions (HWS) Director, or designee, to execute the attached Subrecipient Agreement with VRS, without seeking competitive bids, for a period beginning March 1, 2025 through March 31, 2027, for a total aggregate amount not to exceed $200,000 as approved as to form by County Counsel; and

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

ACTION:Policy

Heidi Marshall, Director 8/7/2025

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:	August 26, 2025
xc:	HWS

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

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$125,000	$ 75,000	$200,000	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: 100% State Funds			**Budget Adjustment:** No	
			For Fiscal Year: 25/26 – 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 10, 2023, pursuant to Minute Order 3.15, the Board of Supervisors (Board) approved and accepted an initial allocation of $32,600,000 from Inland Empire Health Plan (IEHP) and $2,495,000 from Molina of California Healthcare in Housing and Homelessness Incentive Program (HHIP) funds awarded to the Department of Housing and Workforce Solutions (HWS).

HWS is seeking approval to reallocate $200,000 in unspent HHIP funds, in accordance to County Purchasing Ordinance 459, Category II Exemptions, c. to support continued emergency shelter operations provided by Valley Restart Shelter (VRS), located in the City of Hemet. The proposed reallocation will allow VRS to provide emergency shelter services to a minimum of 39 individuals during the period of performance.

Services to be provided include, but are not limited to, the following:

- Daily morning and evening meals
- Hot and/or cold beverages
- Direct linkages to employment services
- Assistance in securing permanent housing
- Access to health care, social services, and mainstream benefits

Agency Name	Project Type	Period of Performance	Allocated Funding Amount	Unexpended Funding Amount
Valley Restart Shelter	Emergency Shelter (Families/Seniors)	3/1/25-03/31/27	$200,000	$200,000

This target investment supports the goals outlined in Riverside County's HHIP Investment Plan by expanding emergency shelter capacity across the County and delivering critical support services to vulnerable populations.

Impact on Residents and Businesses

These projects will have a positive impact for the residents and businesses of Riverside County. The allocated funds will promote community well-being in Riverside County by addressing housing insecurity and instability as key social determinants of health. These resources will

support residents and businesses by bridging critical service gaps, enhancing access to essential services, and expanding housing solutions for individuals and families experiencing homelessness.

Additional Fiscal Information

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

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

Contract History and Price Reasonableness

In accordance with Ordinance 459, these contracts are exempt from competitive bidding under Category II Exceptions: Emergency Shelter home contracts is listed as one of the activities that do not require the purchasing practice of bidding.

The Department of Housing and Workforce Solutions (HWS) serves as the Lead Agency and Administrative Entity for the Riverside City and County Continuum of Care (CoC). In this capacity, HWS collaborates with over 200 public, private, non-profit, and faith-based organizations to coordinate a regional response to homelessness. County Purchasing is not involved with Riverside County Continuum of Care procurements. The funding was directed to an agency already contracted with HWS to provide Emergency Shelter services with a minimum level of funding to support year-round operation.

ATTACHMENTS:

- Attachment A: Subrecipient Agreement HWSCoC-0000123 Valley Restart Shelter

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

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 8/14/2025

Stacey Pena
Stacey Pena, EO Management Analyst 8/18/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 8/15/2025

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

and

Valley Restart Shelter

Housing and Homelessness Incentive Program (HHIP)

Emergency Shelter

HWSCOC-0000123

HWS HOUSING AND WORKFORCE SOLUTIONS

ENGAGE. ENCOURAGE. EQUIP.

AUG 2 6 2025 3.22

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This Subrecipient Agreement for the Housing and Homelessness Incentive Program (herein referred to as "Agreement") is made and entered into by and between Valley Restart Shelter, a California nonprofit corporation (VRS) (herein referred to as "SUBRECIPIENT") and the County of Riverside, a political subdivision of the State of California, by and through its Department of Housing and Workforce Solutions (herein referred to as "COUNTY").

WHEREAS, pursuant to section 9817 of the American Rescue Plan Act of 2021, the California Department of Health Care Services (DHCS) developed a Medi-Cal Home and Community Based Services (HCBS) Spending Plan detailing a series of initiatives that will enhance, expand, and strengthen HCBS in California. The Housing and Homelessness Incentive Program (HHIP) is one of the HCBS Transition Initiatives, which aims to expand and enhance programs that facilitate individuals transitioning to community-based independent living arrangements. HHIP is a voluntary incentive program that enables Medi-Cal managed care health plans (MCPs) to earn incentive funds for improving health outcomes and access to whole person care services by addressing homelessness and housing insecurity as social drivers of health and health disparities; and,

WHEREAS, effective January 1, 2022, DHCS implemented HHIP, an incentive program designed to support delivery and coordination of health and housing services for Members by: (1) rewarding MCPs for developing the necessary capacity and partnerships to connect their Members to needed housing services; and, (2) incentivizing MCPs to take an active role in reducing and preventing homelessness.

WHEREAS, the Department of Housing and Workforce Solutions (HWS) has been designated by the COUNTY to provide coordination and administration of the Continuum of Care Program within Riverside County. Inland Empire Health Plan (IEHP) has partnered with HWS to provide significant investments in providing supportive services, homeless system enhancement, and additional housing development and assistance for homeless persons in Riverside County; and,

WHEREAS, on November 15, 2022, IEHP announced that it was allocating HHIP Investment Funds, which originate from DHCS, to the COUNTY. The final amount of the award to the COUNTY will be determined upon completion of program deliverables and will not exceed $44,600,000.00; and,

NOW THEREFORE, the parties agree as follows:

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

   B. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.

   C. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.

   D. "CES" means the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.

E. "CES Lead Agency" or "HomeConnect" means the County of Riverside's Coordinated Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through Riverside County's crisis response system.

F. "Chronically Homeless" means an individual, or family with a head of household, who is homeless and resides in a place not meant for human habitation, a safe haven, or in an emergency shelter, and has been homeless and residing in such a place continuously for at least 1 year or on at least four separate occasions in the last 3 years, as defined in Section 578.3 of Title 24 of the Code of Federal Regulations (CFR). The statutory definition also requires that the individual or family has a head of household with a diagnosable substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairment resulting from a brain injury, or chronic physical illness or disability.

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

H. "DHCS" refers to the California Department of Health Care Services.

I. "Emergency Shelter" has the same meaning as defined in Health and Safety Code section 50801, subdivision (e).

J. "Expend" or "Expended" means all HHIP funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.

K. "HHIP" or "Program" means the Housing and Homelessness Incentive Program established pursuant to the Medi-Cal Home and Community Based Services (HCBS) Spending Plan detailing a series of initiatives that will enhance, expand, and strengthen HCBS in California. HHIP and Program are used interchangeably in this Agreement.

L. "HMIS" means the Riverside County Homeless Management Information System.

M. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

N. "Homelessness Prevention" means assistance that includes housing relocation and stabilization services and/or short- and/or medium-term Rental Assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the Homeless definition in 24 CFR 578.3.

O. "Homeless Youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

P. "Housing First" has the same meaning as in Welfare and Institutions Code section 8255, including all of the core components listed therein.

Q. "Instance(s) of Service" means each encounter with a member of the Target Population where services are provided for each of the eligible grant activities. For example, one individual checks into a warming center operated by provider X on Tuesday. The same individual

checks into the same warming center the next night. This counts as two (2) instances of service for this activity.

R. "Investment Funds" means funding that IEHP has allocated to Riverside County under IEHP HHIP Investment Plan, aimed at aiding/accomplishing the goals and milestones set forth under the HHIP Measure Set. These funds are inclusive of performance incentive funding that are earnable through milestone achievement.

S. "Navigation Center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

T. "Obligate" or "Obligated" means that the SUBRECIPIENT has placed orders, awarded contracts, received services, or entered into similar transactions that require payment from the HHAP funds allocated to SUBRECIPIENT pursuant to this Agreement.

U. "Participant" refers to individuals who receive services funded by this Agreement.

V. "Permanent Housing" means a structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. Permanent Housing includes Permanent Supportive Housing. "Rental Assistance or Subsidies" means housing vouchers, rapid-rehousing programs, and eviction prevention strategies.

W. "Permanent Supportive Housing" means Permanent Housing with no limit on the length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Permanent Supportive Housing includes associated facilities if used to provide services to housing residents.

X. "Rapid Re-Housing" means a model of housing assistance that is designed to assist the Homeless, with or without disabilities, move as quickly as possible into Permanent Housing and achieve stability in that housing. Rapid Re-Housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance Homeless system performance and the performance of other Homeless projects.

Y. "Rental Assistance" means the provision of housing vouchers to provide Homelessness Prevention, transitional or Permanent Housing to eligible persons.

Z. "RFP" means a Riverside County Request for Proposal.

AA. "Subcontract" means to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SUBRECIPIENT with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.

BB. "SUBRECIPIENT" means Valley Restart Shelter, including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and Valley Restart Shelter are used interchangeably in this Agreement.

CC. "Target Population" means any person who is Homeless as defined in this Agreement.

2. DESCRIPTION OF SERVICES

A. SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.

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

C. SUBRECIPIENT affirms that it is fully apprised of all of the work to be performed under this Agreement and SUBRECIPIENT agrees it can properly perform this work at the prices stated in Schedule A. SUBRECIPIENT is not to perform services or provide products outside of this Agreement.

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

3. PERIOD OF PERFORMANCE

This Agreement shall be effective March 1, 2025 ("Effective Date") and continues in effect through March 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 March 31, 2027. 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 HHIP 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 HHIP 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. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment of this Agreement is contingent upon and limited by the availability of funding from which payment can be made. This Agreement is valid and enforceable

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

6. 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.

7. TERMINATION FOR CAUSE

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

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

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

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

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

(5) withdrawal of IEHP's expenditure authority.

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

(1) Bar the SUBRECIPIENT from applying for future HHIP funds;

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

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

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

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

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

(7) Seek such other remedies as may be available under this Agreement or any law.

C. After receipt of the notice of termination, SUBRECIPIENT shall:
(1) Stop all work under this Agreement on the date specified in the notice of termination; and

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

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

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

8. 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.

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST
A. SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT

agrees to inform the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

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

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

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

11. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting SUBRECIPIENT performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.

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

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

12. CONFIDENTIALITY

A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; 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.

13. PERSONALLY IDENTIFIABLE INFORMATION

A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and SUBRECIPIENT may collect PII for such purposes, to the extent such activities are authorized by law.

B. SUBRECIPIENT may use or disclose PII only to perform functions, activities, or services directly related to the administration of programs or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing by COUNTY. SUBRECIPIENT shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

C. SUBRECIPIENT agrees to the PII Privacy and Security Standards attached 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.

14. 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.

15. INSURANCE

A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such

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

C. SUBRECIPIENT's 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.

16. 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.

17. VEHICLE LIABILITY

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

18. COMMERCIAL GENERAL LIABILITY

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

19.1 SEXUAL ABUSE OR MOLESTATION (SAM) LIABILITY

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

19. PROFESSIONAL LIABILITY

If, at any time during the duration of this Agreement and any renewal or extension thereof, the SUBRECIPIENT, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the SUBRECIPIENT shall 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. INSPECTIONS

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

25. 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).

26. 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).

27. CHILD SUPPORT COMPLIANCE ACT

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

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

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

28. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

29. PERSONNEL

A. Upon request by COUNTY, SUBRECIPIENT agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult 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.

30. SUBCONTRACTS

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

B. SUBRECIPIENT shall not enter into any Subcontract with any subcontractor who:
(1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

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

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

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

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

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

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

F. In the event that SUBRECIPIENT enters into Subcontracts with subcontractors, as provided herein, SUBRECIPIENT shall Expend one hundred percent (100%) of HHIP funds by the County Expenditure Deadline set forth in Section A.5 of Schedule A.

31. SUPPLANTATION
SUBRECIPIENT shall not use HHIP funds under this Agreement to supplant any existing local funds for Housing and Homelessness Incentive Program. SUBRECIPIENT shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. SUBRECIPIENT agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of COUNTY.

32. 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.

33. 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.

34. 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.

35. 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.

36. ADMINISTRATIVE/CONTRACT LIAISON

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

37. 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 HHIP Program Administrator
Riverside County Department of Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside CA, 92501

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

(1) Denying a participant any service or benefit or availability of a facility.

(2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.

(3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

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

38. 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:
Valley Restart Shelter
200 E. Menlo Avenue
Hemet, CA 92543

39. 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.

40. 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.

41. MODIFICATION OF TERMS

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

42. 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.

[Signatures on the next page]

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

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
FORM COPY - DO NOT SIGN	FORM COPY - DO NOT SIGN
Printed Name of Person Signing: Javier Lopez	Printed Name of Person Signing: Heidi Marshall
Title: Executive Director Valley Restart Shelter	Title: Director Housing and Workforce Solutions
Date Signed:	Date Signed:

County Counsel

By: _____
Paula S. Salcido
Deputy County Counsel

Date: 08/14/2025

AUG 2 6 2025 3.22

Schedule A
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT
SUBRECIPIENT shall be reimbursed by COUNTY, in an amount not to exceed $200,000. Said funds shall be spent according to the line item budget below:

HHIP – Valley Restart Family Shelter		
Category	Category Description	Maximum Reimbursable Amount for 24-month Period of Performance 3/01/2025 – 3/31/2027
Shelter Operations	Personnel costs, facility maintenance, supplies and equipment, including but not limited to bedding, toiletries, and kitchen supplies, and food and nutrition.	$200,000.00

A.2 COST OF SERVICE RATE
The SUBRECIPIENT shall be paid $8,333.33 monthly for a term of 24 months for forty-nine (49) shelter beds (whether occupied or not) in one-time funding for the term of this Agreement. Thirty-nine (39) of shelter beds must be utilized for Inland Empire Health Plan (IEHP) managed care plan members.

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

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

a. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation, as set forth in Attachment V, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. SUBRECIPIENT shall also submit the following documents with each approved monthly invoice:
    1) Subrecipient Payment Request FORM 2076A (Attachment IV)
    2) Monthly Performance Report (Attachment I)
    3) HHIP Time/Activity Report (Attachment VII)

b. SUBRECIPIENT must meet the prorated monthly spending milestones in each line item in the table above and submit the Fiscal Performance in the Monthly Performance Report by the 10th business day of the following month (Note: Monthly spending milestones are the amounts of the budget line items divided by the number of months in the Period of Performance).

c. Except as otherwise set forth in Section A.5 of Schedule A, all completed claims must be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

A.3 INELIGIBLE COSTS

HHIP funds shall not be used for costs associated with housing or rental assistance or any 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 HHIP funds to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these funds to the COUNTY. Upon final determination by COUNTY of disallowed expenditures or indebtedness, COUNTY may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.

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

2. Expenditures for activities not described above shall be deemed authorized if the activities are consistent with 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 HHIP funds.

A.4 ADMINISTRATIVE COSTS

Under this agreement, the SUBRECIPIENT may use no more than five percent (5%) of the awarded amount for administrative costs. COUNTY and/or 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 March 31, 2027 ("County Expenditure Deadline"). Unless approved by HWS in writing, all final requests for reimbursement of authorized HHIP expenditures under this Agreement must be submitted to HWS no later than 60 calendar days after the 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 HHIP-eligible activities and reported on as required by IEHP and COUNTY.

A.8 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

SUBRECIPIENT is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the HWS. Any budget amendments must be requested by the SUBRECIPIENT in writing. In the event it is deemed necessary to conduct budget modification, budget amendment and/or any other amendment of this agreement, they are permissible with HWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

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

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

A.9 WITHHELD PAYMENTS

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

A.10 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.

B.1 SCOPE OF SERVICES

A. Project Description

1. Shelter

Under the awarded HHIP funding, Valley Restart Shelter, situated at 200 E. Menlo Ave, Hemet, in Riverside County's fifth district, will offer emergency shelter and supportive services at no cost to individuals and families experiencing homelessness. Valley Restart Shelter will provide (49) shelter beds and commit to allocating (39) of these beds for members who are enrolled in the Inland Empire Health Plan (IEHP) managed care plan.

The following conditions are established to ensure fair and equitable access to shelter services:

a. Initial Stay: Participants are entitled to an initial stay of up to sixty (60) days.
b. Extended Stay: An additional thirty (30) days may be granted for extended stay, contingent upon necessity and proper documentation of good cause.
c. Reentry Policy: Participants who have utilized their full ninety (90) days within the preceding six (6) calendar months are ineligible for reentry until all new shelter participants have been served.

SUBRECIPIENT will ensure that each shelter participant has bed linens and towels for showering. Linens and towels shall be washed in hot water and laundry detergent no less than once a week and upon a participants exit from the shelter. "Hot water" is defined as 120 degrees Fahrenheit.

SUBRECIPIENT will provide sleeping space that is not less than two (2) feet in any direction from another Customer's sleeping space. Cots or beds with mattresses are preferable. Mats placed on the floor shall only be used as a bed choice of last resort.

SUBRECIPIENT shall contribute the 49 beds to the Housing Inventory Count (HIC) and respond to the HIC survey, as required.

2. Meals

SUBRECIPIENT will provide a morning and evening meal on site to all shelter participants on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by CONTRACTOR for HWS's review.

a. The morning meal shall include, at a minimum, hot and cold beverages and cereal or pastry.
b. The evening meal shall include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit.

3. Supportive Services

SUBRECIPIENT will assist all interested shelter participants with access and direct linkage to services such as health care, social services, employment services, mainstream benefit programs (e.g., General Relief, Social Security; Supplemental Security Income; the Women, Infants and Children Nutrition Program; etc.), vocational services, legal assistance, and securing permanent housing.

SUBRECIPIENT will Maintain case files on each Customer that contains, at a minimum, detailed and legible case notes describing referrals made and progress gained during the Customer's stay at the shelter. If a Customer is not interested in receiving services, this must be documented.

4. Maintain written records on site:
    a. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster
    b. Weekly random safety checks to ensure weapons and contraband items are not in the shelter.
    c. Post shelter rules and guidelines in English and Spanish in a conspicuous place.
    d. Maintain and post in a conspicuous place a participant's grievance procedure.
    e. Ensure that Customers do not loiter nor deposit their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.
    f. Prohibit entry into the shelter when there is a reasonable suspicion that the Customer is intoxicated and/or under the influence of an illicit substance.
    g. Clear all potential participants through the California Sexual Offenders Registry, located on the California Office of the Attorney General website: (https://www.meganslaw.ca.gov/).
    h. Adequately staff the facility to administer the program. No less than two (2) staff members shall be on any one work shift while participants are inside the shelter. Staff shall be trained at least annually on emergency first aid.
    i. Participate in the Homeless Management Information System (HMIS). Participation is defined by HMIS training attendance, complying with the Continuum of Care HMIS policies and procedures, and entering required participant data according to the HMIS Written Standards policies and timelines.
    j. Housing and Workforce Solutions retains the rights to the HMIS and case management software application. HWS grants the SUBRECIPIENT a non-exclusive perpetual license to use the HMIS software for the term of this Agreement.
    k. Ensure that employees using HMIS for Customer intake capture all Universal Data Elements (UDE), as set forth in the Riverside County's CoC HMIS Policies and Procedures Manual, which is located on the HHPWS CoC CORE Region.
    l. Participate regularly in the Continuum of Care meetings.
    m. Notify HWS, within a reasonable amount of time, of any Critical Incidents.
    n. Notify HWS, in writing, if the number of beds and/or the quality or quantity of case management and supportive services is going to be altered anytime during the Agreement term. HWS must be notified of these changes at least thirty (30) days in advance of implementing changes or enhancements.

1. SUBRECIPIENT shall register its agency and/or program, as funded by HWS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as Exhibit E and F incorporated herein by this reference, to (951) 686-7 417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

2. Reporting

   CONTRACTOR shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in Standard Agreement.

   Assist HWS in obtaining Midyear and End of Year reporting information that may include, but not be limited to:

   a. Total number of IEHP members served
   b. Total number of clients that received Social Security.
   c. Total number of clients that received Cal Fresh benefits.
   d. Total number of clients that attained employment.
   e. Total number of clients that had an increase in income.

B. Project Detail

Project Component Type:	Service
Funding Costs for:	Operating Subsidies for Emergency Shelter
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 Emergency Shelter	Minimum 49
# of IEHP member served	Minimum 39
# of Beds / Persons served through Emergency Shelter	Minimum 49
% Persons exited achieved housing stability	Minimum 80%
% Persons exited back into homelessness	Maximum 20%
Mainstream benefit attainment at program exit	Minimum 80%
Increase in income/employment at program exit	Minimum 80%

B.2 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

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.3 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.4 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 quarterly reports to IEHP.

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, and number of Inland Empire Health Plan (IEHP) members served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.

3. The type of housing assistance provided, broken out by the number of individuals.

4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

5. Number of Instances of Service.

6. Increases in capacity for new and existing programs.

7. The number of unsheltered homeless individuals becoming sheltered.

8. The number of homeless persons entering permanent housing.

C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same

information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically Homeless
2. Homeless veterans
3. Unaccompanied Homeless Youth
4. Homeless persons in families with children

D. SUBRECIPIENT will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between HHIP funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HHIP funding that the COUNTY would like to share (optional).

ATTACHMENT I
MONTHLY PERFORMANCE REPORT

HWS HOUSING AND WORKFORCE SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

Monthly Performance Report

for the month of _____, 20

(due on the 10th business day after the above stated month)

Organization Name: _____

Project Name: _____

Contact Person: _____ **Position:** _____

Email: _____ **Phone Number:** _____

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

Total Award Amount: _____

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

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

Part 3: Challenges:
•

Part 4: Request for Training / Technical Assistance
•

Part 5: Comments / Remarks
•

DRAFT SAMPLE

ATTACHMENT II
Privacy and Security Standards

I. PHYSICAL SECURITY

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

A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.

B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
   1. Properly coded key cards
   2. Authorized door keys
   3. Official identification

C. Issue identification badges to Contractor staff.

D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.

E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.

F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable PII records are used, disclosed, or stored. Video surveillance systems are recommended.

G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.

H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

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

B. Server Security. Servers containing unencrypted PII must have sufficient administrative,

physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.

D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.

F. Patch Management.
   1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
   2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
   3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
   4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. User IDs and Password Controls.
   1. All users must be issued a unique username for accessing PII.
   2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
   3. Passwords are not to be shared.
   4. Passwords must be at least eight (8) characters.
   5. Passwords must be a non-dictionary word.
   6. Passwords must not be stored in readable format on the computer or server.
   7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
   8. Passwords must be changed if revealed or compromised.
   9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
      a. Upper case letters (A-Z)
      b. Lower case letters (a-z)
      c. Arabic numerals (0-9)
      d. Special characters (!,@,#, etc.)

H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot

be retrieved.

I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

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

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

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

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

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

III. AUDIT CONTROLS

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

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

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

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

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

C. Data Backup and Recovery Plan.
1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
3. The procedures shall include storing backups offsite.
4. The procedures shall ensure an inventory of backup media.
5. The Contractor shall have established documented procedures to recover PII data.
6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.

B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.

E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.

F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.

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

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

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

ATTACHMENT III
Assurance of Compliance

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

Valley Restart Shelter
ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 €, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 31€(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH), will be prohibited.

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

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

_____ _____
Date Subrecipient's Authorized Signature

200 E. Menlo Avenue
Hemet, CA 92543

_____
Address of Vendor/Recipient

ATTACHMENT IV
Contractor Payment Request Form

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

From:

Remit to Name

Remit to Address

City State Zip Code

Contract Number

Total amount requested: $ _____ for the period of _____

Select Payment Type(s) Below

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

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

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

$0.00

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

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

_____ _____ _____
Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

_____ _____
Purchase Order # (10) Invoice #

_____
Amount Authorized

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

_____ _____
Program Date

_____ _____
Fiscal Date

SUPPORTING DOCUMENTATION REQUIREMENTS

GENERAL GUIDELINES
❖ Claims must be submitted in an organized format.
❖ All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖ Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖ Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖ All claims must be in accordance with the terms and conditions of your contract.
FISCAL YEAR-END (JUNE 30)
❖ The County's fiscal-year end is June 30 of each calendar year. The County's ACO (Auditor-Controller's Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by **June 6.** *If June 6 falls on a weekend, the deadline is the prior Friday **(June 4 or 5)**.
❖ Claims received **after June 6** will still be paid. However, payment will be delayed until **after June 30**.
❖ Claims at year-end must still follow the same general guidelines. ***Estimates are not allowed unless specifically authorized by our fiscal team.**
PERSONALLY IDENTIFIABLE INFORMATION (PII)
❖ All PII of program participants **must** be redacted, including:
❖ Name, Date of birth, Social Security Number, Driver's License Number
❖ Instead of the client's name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.
❖ **SIGNED/DATED** Payment Request Form (current version of Form 3106 or Form 2076A, depending on the grant)

❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense
▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the **specific** grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted
▪ Proof of payment of the credit card statement (cancelled check or check stub)

ATTACHMENT VI
HMIS Participating Agency Agreement

COUNTY OF RIVERSIDE CONTINUUM OF CARE
HMIS PARTICIPATING AGENCY AGREEMENT

_____("AGENCY") has elected to participate in the County of Riverside Continuum of Care Homeless Management Information System ("HMIS") and therefore is entering into this HMIS Participating Agency Agreement (this "Agreement"). The AGENCY and its personnel are permitted to use HMIS and security services on their computer systems through an Internet connection. The HMIS is a database and case management system that collects and maintains information on the characteristics and service needs of clients. The system collects and stores client –level data, which can be used to generate unduplicated and aggregate reports to determine the use and effectiveness of the services being provided to the homeless and at risk populations.

The Riverside County Housing, Homelessness Prevention and Workforce Solutions (HHPWS) ("HMIS LEAD") is the HUD grantee responsible for administering the HMIS grant. HMIS LEAD is the system host and provides the personnel and administrative support to operate the County of Riverside CoC HMIS. HMIS LEAD is responsible for ordering, installing and maintaining the computer and network system, implementing the software solution, providing secured access for participating agencies, troubleshooting problems, and offering training and on-going technical support.

AGENCY agrees to abide by all laws, and the County of Riverside CoC HMIS Charter pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support HMIS.

In consideration of their mutual undertakings and covenants, the AGENCY and HMIS LEAD agree as follows:

1. **General Understandings:**

   A. Definitions. In this Agreement, the following terms will have the following meanings:

      i. "AGENCY staff" refers to employees, volunteers, contractors, or any other agents of the AGENCY.

ii. "Breach" shall mean the acquisition, access, use or disclosure of Identifying Information in a manner not permitted as defined in any Federal or State law, including, but not limited to:
   a. The Health Insurance Portability and Accountability Act, 45 CFR section 164.502 ("HIPAA");
   b. The Health Information Technology for Economic and Clinical Health Act, 42 USC 17921;

iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.; "Client" refers to a person receiving services from the AGENCY.

iv. "De-Identifying Information" (also referred to as "non-identifying" information) refers to data that has specific Client demographic information removed, to allow use of the data *without identifying* a specific Client.

v. "Enter" or "entry" refers to the entry of any Client information into the HMIS.

vi. "HMIS" refers to the Homeless Management Information System.

vii. "HMIS staff" refers to the employees, contractors, or agents of HMIS LEAD assigned to administer the HMIS, as well as to analyze, review and report on the data contained in HMIS.

viii. "Identifying Information" (also referred to as "confidential" data or information) refers to information about a Client that can be used to distinguish or trace the Client's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used.

ix. "Information" refers to both De-Identifying Information and Identifying Information.

x. "AGENCY" refers generally to any service provider or organization signing this document that is participating or planning to participate in the HMIS.

xi. "Sharing," or "information sharing" refers to entering information into HMIS, or providing Identifying Information to other agencies, organizations, individuals, or providers that do not participate in the HMIS.

xii. "User" refers to AGENCY employees authorized to have, and having, access to the HMIS.

B. Use and Disclosure. Whenever AGENCY enters information into HMIS, such Identifying Information will be available to the HMIS staff who may use it to: administer HMIS, conduct analysis, coordinate services, and prepare reports to be submitted to others in de-identifying form. AGENCY use and disclosure of HMIS Identifying Information may occur only in accordance with HMIS Policies, Standard Operating Procedures.

C. Access. AGENCY agrees to allow HMIS and its subcontractors access to information provided by the AGENCY in accordance with this Agreement and to carry out its duties with respect to the HMIS, which includes without limitation,

HMIS administration, testing, problem identification and resolution, management of the HMIS database, and data aggregation and analysis activities, as permitted by applicable state and federal laws and regulations.

2. **Confidentiality:**

A. AGENCY shall not:

i. enter information into the HMIS which it is not authorized to enter, or

ii. share information that AGENCY is not authorized to share.

By entering information into the HMIS, AGENCY represents that it has the authority to enter such information into the HMIS. To the best of AGENCY's knowledge, any information entered into the HMIS does not violate any of the Client's rights, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information.

B. AGENCY agrees to comply with all federal and state regulations regarding the confidentiality of Identifying Information, including, but not limited to:

i. The Health Insurance Portability and Accountability Act, 45 CFR Parts 160, 162 and 164 ("HIPAA");
ii. The Health Information Technology for Economic and Clinical Health Act ("HITECH Act");
iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.;
iv. California Welfare and Institutions Code section 5328 et seq.;
v. California Evidence Code section 1010 et seq.;
vi. Code of Federal Regulations, at 42 CFR Part 2.

C. To the extent that information entered by AGENCY into the HMIS is or becomes subject to additional restrictions, AGENCY will immediately inform HMIS in writing of such restrictions.

3. **Display of Notice:**

i. Pursuant to the notice published by the Department of Housing and Urban Development ("HUD") on July 30, 2004, AGENCY will prominently display at each intake desk (or comparable location) the ***HMIS Notice of Privacy Practices*** approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information. It is AGENCY's responsibility to ensure that each Client understands his or her rights. Additionally, if AGENCY maintains a public webpage, the current

version of the ***HMIS Notice of Privacy Practices*** must be posted on the webpage. The current form of ***HMIS Notice of Privacy Practices***, which may be modified from time to time at HMIS's LEAD's discretion, is attached to and incorporated into this Agreement by reference, and is available from HMIS LEAD or on its website http://HMIS LEAD.co.riverside.ca.us/homeless-programs.

4. **Information Collection, Release and Sharing Consent:**

A. Collection of Identifying Information. AGENCY must collect information by lawful and fair means with the knowledge or consent of the Client. Any Identifying Information collected by the AGENCY must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, Identifying Information should be accurate, complete and timely. . AGENCY must post Mandatory Collection Notice at each intake desk or comparable location. Privacy and Mandatory Collection Notices must be made available in writing at the client's request.

B. Obtaining Client Consent. AGENCY will obtain the informed consent of the Client by having the Client sign the ***Consent*** form.

C. Sharing. Prior to sharing any of a Client's information with an AGENCY or organization outside of the HMIS, except as provided in the ***HMIS Notice of Privacy Practices***, approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information, AGENCY will provide the Client with a copy of its client consent and/or release of information form ("Consent"). Following an explanation regarding the entity or individual that the information will be shared with and how it will be used, the AGENCY will obtain the informed consent of the Client by having the Client sign the ***Consent*** form specific to that other AGENCY or outside organization.

D. Consent Form. AGENCY shall keep all copies of the signed ***Consent*** form for a period of seven (7) years after the Client signed the consent form. Such forms shall be available for inspection and copying by HMIS and/or the U.S. Department of Housing and Urban Development, at any time.

E. Refusal of Services. AGENCY may not refuse or decline services to a Client or potential Client if that person:

i. objects to the entry of its information in the HMIS; or

ii. refuses to share his or her personal information with the AGENCY or cannot remember certain information; however, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

5. **HMIS Policies and Standard Operating Procedures:**

Notwithstanding any other provision of this Agreement, AGENCY's use of and participation in the HMIS, and the use, disclosure, and submission of data to and from the HMIS shall, at all times, be governed by the ***HMIS Notice of Privacy Practices*** and the ***HMIS Charter***, as revised from time to time, at the sole discretion of HMIS. Such ***HMIS Charter*** is incorporated in this Agreement by reference and is located at http://HMIS LEAD.co.riverside.ca.us/homeless-programs/management-information-system
In the event of a conflict between this Agreement and the ***HMIS Charter***, the latter shall control.

6. **Sharing HMIS Data:**

AGENCY shall not release any Identifying Information received from the HMIS to any other person or organization without the written informed consent of the Client, unless such disclosure is required by law or in accordance with the ***HMIS Notice of Privacy Practices***.

Basic Client profile data entered into HMIS (with consent), which includes Client demographic data will be shared with all Agencies in the HMIS system in an effort to reduce the event of duplicative Client records and/ or intakes. This includes the following data elements:

- 3.1 Name
- 3.2 Social Security Number
- 3.3 Date of Birth
- 3.4 Race
- 3.5 Ethnicity
- 3.6 Gender
- 3.7 Veteran Status
- 3.15 Relationship to Head of Household

Client's project level data will only be shared with agencies that have signed an ***Inter-Agency Data Sharing Agreement***. This includes the following data elements:

- 3.8 Disabling Condition
- 3.10 Project Start Date
- 3.11 Project Exit Date
- 3.12 Destination
- 3.16 Client Location
- 3.20 Housing Move-in Date
- 3.917 Living Situation
- 4.2 Income and Sources
- 4.3 Non-Cash Benefits
- 4.4 Health Insurance
- 4.5 Physical Disability
- 4.6 Developmental Disability
- 4.7 Chronic Health Condition
- 4.8 HIV/AIDS
- 4.9 Mental Health Problem
- 4.10 Substance Abuse
- 4.11 Domestic Violence
- 4.12 Contact
- 4.13 Date of Engagement
- Enrollment History (Project and Organization name)

7. **Client Inspection/Correction:**

Upon receipt of a written request from a Client, AGENCY shall allow the Client to inspect and obtain a copy of his or her own information during regular business hours. AGENCY is not required to provide a Client access to information (a) compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding; (b) about another individual; (c) obtained under a promise of confidentiality if disclosure would reveal the source of the information; and (d) which, if disclosed, would be reasonably likely to endanger the life or physical safety of any individual. AGENCY must allow a Client to correct information that is inaccurate or incomplete; provided, however, that prior to correcting such information, AGENCY shall consult with HMIS. Such consultation is necessary to ensure proper coordination between the AGENCY's response and the capabilities of the HMIS system, unless the requested correction is a routine correction of a common data element for which a field exists in HMIS (*e.g.*, date of birth, prior residence, social security number, etc.). AGENCY is not required to remove any information as a result of a correction, but may, in the alternative, mark information as inaccurate or incomplete and may supplement it with additional information.

8. **Security:**

AGENCY shall maintain the security and confidentiality of information in the HMIS and is responsible for the actions of its employees, contractors, volunteers, or agents and their proper training and supervision. AGENCY agrees to follow the ***HMIS Policies and Standard Operating Procedures*** on security (hereafter "Security Rule"), which by this reference is incorporated herein and which may be modified from time to time at HMIS LEAD's discretion. At its discretion, HMIS LEAD may conduct periodic assessments of AGENCY to monitor its compliance with the Security Rule. The steps AGENCY must take to maintain security and confidentiality include, but are not limited to:

A. Access. AGENCY will permit password-protected access to the HMIS only to authorized AGENCY staff who need information from the HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). AGENCY will limit the access of such staff to only those records that are immediately relevant to their work assignments.

B. User Code of Ethics. Prior to permitting any User to access HMIS, AGENCY will require the User to sign an ***HMIS User Agreement/Code of Ethics*** ("User Code of Ethics"), which is incorporated herein by this reference and which may be amended from time to time at HMIS LEAD's discretion. AGENCY will comply with and enforce the User Code of Ethics and will inform HMIS LEAD immediately in writing of any breaches of the User Code of Ethics.

i. Any staff, volunteer or other person who has been granted a User ID and password and is found to have committed a breach of system security and/or Client confidentiality will have his/her access to the database revoked immediately.

ii. In the event of a breach of system security or Client confidentiality, the Director of the AGENCY shall notify HMIS LEAD within twenty-four (24) hours. Any AGENCY that is found to have had breaches of system security and/or Client confidentiality shall enter a period of probation, during which technical assistance shall be provided to help the AGENCY prevent further breaches.

Probation shall remain in effect until HMIS LEAD has evaluated the AGENCY's security and confidentiality measures and found them compliant with the policies stated in this Agreement and the User Code of Ethics. Subsequent violations of system security may result in suspension from the HMIS.

C. User Authentication. AGENCY will permit access to HMIS only with use of a User authentication system consisting of a username and a password which the User may not share with others. Written information pertaining to User access (*e.g.*, username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, or include the username, the HMIS vendor's name, the HMIS LEAD name, the AGENCY's name, or consist entirely of any word found in the common dictionary or any of the forenamed words spelled backwards. The use of default passwords on initial entry into the HMIS is allowed so long as the User changes the default password on first use. Individual Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and HMIS LEAD. Passwords and usernames shall not be exchanged electronically without HMIS LEAD's approval.

D. Hard Copies. The AGENCY must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS LEAD, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS LEAD that contains such information must be supervised at all times when it is in a public area. If AGENCY staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other equivalent means with approval by HMIS LEAD. Written information specifically pertaining to User access (*e.g.*, username and password) must not be stored or displayed in any publicly accessible location.

E. Training/Assistance. HMIS LEAD will conduct ongoing basic confidentiality training for all persons with access to the HMIS and will train all persons who may receive

information produced from the HMIS on the confidentiality of such information. AGENCY will participate in such training as is provided from time to time by HMIS LEAD. Representatives of HMIS LEAD will be reasonably available during HMIS's defined weekday business hours for technical assistance (*e.g.*, troubleshooting and report generation).

9. **Information Entry Standards:**

A. Information entered into HMIS by AGENCY will be truthful, accurate, complete and timely to the best of AGENCY's knowledge.

B. AGENCY will ***not*** solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

C. AGENCY will only enter information into the HMIS database with respect to individuals which it serves or intends to serve, including through referral.

D. AGENCY will enter information into the HMIS database within seven (7) calendar days of data collection.

E. AGENCY will **not** alter or over-write information entered by another AGENCY.

HMIS LEAD reserves the right to, in its sole discretion, delete or segregate information entered into the HMIS by an AGENCY, or take any other appropriate measures, to maintain the accuracy and integrity of the HMIS or to avoid compromising the HMIS goal of maintaining unduplicated counts of Clients.

AGENCY is responsible for maintaining timely, accurate and complete data in HMIS and remaining in compliance with federal regulations as well as any outside applicable regulations such as the HIPAA standards.

HMIS LEAD will conduct an annual monitoring site visit to ensure compliance with HUD and Riverside County CoC HMIS requirements. HMIS LEAD will provide utilization reports to participating agencies on a regular basis to include data quality and tracking.10. **Use of the HMIS:**

A. AGENCY will not access Identifying Information for any individual for whom services are neither being sought nor provided by the AGENCY. AGENCY may access Identifying Information of the Clients it serves and may request, in writing addressed to HMIS LEAD's authorized officer shown on the signature page of this Agreement, access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS Participating Agencies.

B. AGENCY may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.

C. AGENCY and HMIS LEAD will report only non-identifying information in response to requests for information from the HMIS.

D. AGENCY will use the HMIS for its legitimate business purposes only.

E. AGENCY will not use the HMIS to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

F. AGENCY shall not use the HMIS to aggregate data to compare the performance of other Participating Agencies, without the express written consent of HMIS LEAD and each of the Participating Agencies being compared.

G. Notwithstanding any other Section of this Agreement, the parties may use or disclose for any lawful purpose information that: (a) is in the possession of the party prior to the time of the disclosure to the party through the HMIS and was not acquired, directly or indirectly, from the HMIS; or (b) is made available to the party by a third party who has the legal right to do so.

11. **Proprietary Rights of the HMIS:**

A. AGENCY or HMIS LEAD staff shall assign passwords and access codes for all AGENCY Staff that meets other privacy, training and conditions contained within this Agreement.

B. AGENCY or HMIS LEAD staff shall not assign passwords or access codes to any other person not directly connected to or working for their own AGENCY.

C. AGENCY shall be solely responsible for all acts and omissions of its Users, and all other individuals who access the HMIS either through the AGENCY or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the AGENCY or any of the AGENCY's Authorized Users, with respect to the HMIS and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the AGENCY. Each AGENCY shall certify:

i. That its Users have received training regarding the confidentiality of HMIS information under all applicable federal, state, and local laws and agree to protect the Information in compliance with such laws and this Agreement;

ii. That its Users shall only access the HMIS for purposes approved by the AGENCY and that are consistent with this Agreement;

iii. That its Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual. AGENCY shall ensure that all Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;

iv. That its Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the AGENCY; and

v. That it has restricted access to the HMIS only to the Users that the AGENCY has identified pursuant to this Section.

D. AGENCY shall terminate the rights of a User immediately upon the User's termination from his or her position. In the alternative, AGENCY must immediately notify HMIS LEAD staff of the User's termination to allow HMIS LEAD staff to terminate the User's access rights. The AGENCY is responsible for removing HMIS Users from the system.

E. AGENCY shall be diligent not to cause in any manner or way, corruption of the HMIS, and AGENCY agrees to be responsible for any damage it may cause.

12. **HMIS Administrators Council:**

The County of Riverside Continuum of Care (CoC) delegates oversight and guidance of the HMIS and related activities to the HMIS Administrators Council ("HMIS COUNCIL"). A list of the current members of the HMIS COUNCIL may be obtained from http://HMIS LEAD.co.riverside.ca.us/homeless-programs. The HMIS LEAD staff will consult with the HMIS COUNCIL from time to time regarding issues such as revision to the form of this Agreement. Written AGENCY complaints that are not resolved may be forwarded to the HMIS COUNCIL which will try to reach a voluntary resolution of the complaint.

12. **Insurance**

HMIS Data sharing participating agencies must maintain insurance as provided in subrecipients contract with DPSS.

13. **Limitation of Liability and Indemnification:**

A. Except as provided in this Section, no party to this Agreement shall assume any additional liability of any kind due to its execution of this Agreement or its participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or

liability for the acts of any other person or entity through participation in HMIS except for the acts and omissions of its own employees, volunteers, agents or contractors. The parties specifically agree that this Agreement is for the benefit of the parties only and creates no rights in any third party.

B. AGENCY agrees to indemnify, defend and hold harmless HMIS LEAD, including its directors, officers, employees, representatives, and agents from and against any and all claims and liabilities (including, without limitation, all damages, costs, and expenses, including legal fees and disbursements paid or incurred) arising from the intentional acts or omissions, negligence, or strict liability of AGENCY, its directors, officers, employees, representatives, or agents, or AGENCY's breach of this Agreement, including any breach associated with Identifying information. This Section shall survive the termination of this Agreement.

C. Without limiting any other provision of this Agreement, AGENCY and its Users shall be solely responsible for all decisions and actions taken or not taken involving services, treatment, patient care, utilization management, and quality management for their respective patients and Clients resulting from or in any way related to the use of the HMIS or the Information made available thereby. AGENCY and Users shall have no recourse against, and hereby waive, any claims against HMIS LEAD for any loss, damage, claim or cost relating to or resulting from its own use or misuse of the HMIS.

D. AGENCY acknowledges and agrees that the HMIS is an information management tool only and that it contemplates and requires the involvement of Agencies and Users that are qualified to maintain, collect and enter information into the HMIS. AGENCY further acknowledges and agrees that HMIS LEAD has not represented its services as having the ability to perform any tasks that constitute the practice of medicine or of other professional or academic disciplines. HMIS LEAD shall not be responsible for any errors, misstatements, inaccuracies, or omissions regarding the content of the HMIS, although every effort has been made to ensure its quality and accuracy. AGENCY assumes all risk for selection and use of the content in the HMIS.

E. All data to which access is made through the HMIS originates from Participating Agencies, and not from HMIS LEAD. All such data is subject to change arising from numerous factors, including without limitation, changes to Client information made at the request of the Client, changes in the Client's condition, the passage of time and other factors. HMIS LEAD neither initiates the transmission of any data nor monitors the specific content of data being transmitted. Without limiting any other provision of this Agreement, HMIS LEAD shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content or delivery of any data either provided by AGENCY, or used by AGENCY, pursuant to this Agreement.

F. Access to the HMIS and the information obtained by AGENCY pursuant to the use of those services are provided "as is" and "as available." AGENCY is solely responsible for any and all acts or omissions taken or made in reliance on the HMIS or the information in the HMIS, including inaccurate or incomplete information. It is expressly agreed that in no event shall HMIS LEAD be liable for any special, indirect, consequential, or exemplary damages, including but not limited to, loss of profits or revenues, loss of use, or loss of information or data, whether a claim for any such liability or damages is premised upon breach of contract, breach of warranty, negligence, strict liability, or any other theories of liability, even if HMIS LEAD has been apprised of the possibility or likelihood of such damages occurring. HMIS LEAD disclaims any and all liability for erroneous transmissions and loss of service resulting from communication failures by telecommunication service providers or the HMIS.

14. **Limitation of Liability:**

HMIS LEAD shall not be liable for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

15. **Disclaimer of Warranties:**

HMIS LEAD makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, to any AGENCY or any other person or entity as to the services of the HMIS or as to any other matter.

16. **Additional Terms and Conditions:**

A. AGENCY will abide by such guidelines as are promulgated by HUD and HMIS LEAD from time to time regarding administration of the HMIS.

B. AGENCY and HMIS LEAD intend to abide by applicable State and Federal laws. Should any term of this Agreement be inconsistent with applicable law, or should additional terms be required by applicable law, AGENCY and HMIS LEAD agree to modify the terms of this Agreement so as to comply with applicable law.

C. Neither HMIS LEAD nor AGENCY will transfer or assign any rights or obligations regarding the HMIS without the written consent of the other party.

D. This Agreement will be in force until terminated by either party. Either party may terminate this Agreement with thirty (30) days written notice. Either party may also terminate this Agreement immediately upon a material breach of this Agreement by the other party, including but not limited to a breach of the ***HMIS Charter (Policies and Standard Operating Procedures)*** by AGENCY. Upon termination of this Agreement, AGENCY shall remain liable for (and nothing in this Agreement shall prevent HMIS LEAD from recovering) any fees, costs, or expenses that have been incurred prior to the

termination of this Agreement. HMIS LEAD and the remaining Participating Agencies will maintain their rights to use all of the information previously entered by AGENCY except to the extent a restriction is imposed by the Client or applicable law.

E. Copies of AGENCY data will be provided to the AGENCY upon termination of this Agreement at the AGENCY's written request to HMIS LEAD made within sixty (60) days after the termination of this Agreement. Information will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to AGENCY within sixty (60) calendar days of receipt of written requests for data copies. HMIS LEAD reserves the right to charge AGENCY's HMIS actual costs for providing such data to AGENCY.

F. Except as otherwise provided, no action taken by either party, or its officers, employees or agents, pursuant to this Agreement, shall be deemed to constitute an action of the other party, or shall be construed to place the parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either party any express or implied power, right or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other party except as expressly provided herein. HMIS LEAD and AGENCY intend and agree that they and their respective agents or employees shall serve as independent contractors and not as employees of the other party, and this Agreement shall not be considered a hiring by either party or a contract of employment.

G. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this Agreement may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the party waiving compliance.

H. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

I. Neither party shall assign its rights or delegate its duties hereunder without the prior written consent of the other, which consent will not be unreasonably withheld. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

J. Any notice required or permitted to be given under this Agreement shall be conclusively deemed to have been received by a party to this Agreement on the day it is delivered to such party at the address indicated in the signature block below, or at such other address as such party shall specify to the other party in writing, or if sent by registered or certified mail, on the third business day after the date on which it is mailed to such party at said address.

K. This Agreement sets forth the entire understanding between the parties with respect to the matters contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

L. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement that can be given effect without the invalid or unenforceable provisions, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without such invalid or unenforceable provisions.

M. The Parties affirm that this Agreement has been entered into in the State of California and will be governed by and construed in accordance with the laws of the State of California, notwithstanding any state's choice of law rules to the contrary. Any action to enforce, challenge or construe the terms or making of this Agreement or to recover for its breach shall be litigated exclusively in a state or federal court located in the State of California.

This Agreement is executed between (AGENCY) and (HMIS LEAD) and upon execution the AGENCY will be given access to the HMIS with the terms herein set forth. This agreement will be signed by the Executive Director at the Participating AGENCY.

Tanya Torno		
HMIS LEAD	SIGNATURE	DATE

AGENCY NAME		

AGENCY CEO/EXECUTIVE DIRECTOR	SIGNATURE	DATE

I have read the AGENCY Agreement and understand that this technology is for HMIS purposes only.

ATTACHMENT VII
HHIP Time/Activity Report

COUNTY OF RIVERSIDE CONTINUUM OF CARE - HHIP TIME & ACTIVITY REPORT
AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
SERVICE STAFF (HHIP Only)																																0.00
HHIP Service Activities																																0.00
Total Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
ADMINISTRATIVE STAFF (HHIP Only)																																0.00
HHIP Administrative Activities																																
NON-PROJECT (Time not worked on HHIP)																																
Non-Project																																
Total Non-Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
FRINGE HOURS																																
Vacation																																0.00
Sick																																0.00
Holiday																																0.00
Other Paid Time Off																																0.00
Total Fringe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**

Total Hours	0.00
Total Fringe Hours	0.00
Difference	0.00
Actual Hours - Technical Assistance	0.00
Actual Hours - Administration	0.00
Non-Project Hours	0.00

I certify that this is a true and accurate report of my time and the activities were performed as shown.

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

ATTACHMENT VIII
HWSCoC-0004868 Inland Empire Health Plan
First Amended and Restated Agreement

DocuSign Envelope ID: 776A1143-05A0-4F45-ACCB-720BE2A21837

Inland Empire Health Plan

And

County of Riverside
Department of Housing and Workforce Solutions

First Amended and Restated

Housing and Homelessness Incentive Program Agreement

HWSCoC-0004868



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Attachment VII – HHIP Incentive Funding – Companion Document to HHIP Investment Plan

This First Amended and Restated Agreement for the Housing and Homelessness Incentive Program, HWSCoC-0004868 (herein referred to as "Agreement"), effective upon signature of both parties, is made and entered into, by and between Inland Empire Health Plan, a California joint powers authority, ("Health Plan") (herein referred to as "GRANTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY").

WHEREAS, the Inland Empire Health Plan (IEHP) is participating in the Housing and Homelessness Incentive Program (HHIP) implemented by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan; and,

WHEREAS, the Department of Housing and Workforce Solutions (herein referred to as "HWS") has been designated by the COUNTY to provide coordination and administration of the Continuum of Care Program within Riverside County. IEHP has partnered with HWS to provide significant investments in providing supportive services, homeless system enhancement, and additional housing development and assistance for homeless persons in Riverside County; and,

WHEREAS, on November 15, 2022, IEHP announced that it was allocating HHIP Investment Funds, which originate from DHCS, to the COUNTY. The final amount of the award to the COUNTY will be determined upon completion of program deliverables and will not exceed $32,600,000.00; and,
WHEREAS, the COUNTY will be eligible to receive up to the total amount of Investment Funds after this Agreement between both parties is fully executed; and,

WHEREAS, services funded directly through this incentive program will not include the provision of "Room and Board" as defined in the Centers for Medicare & Medicare Services (CMS) State Health Official letter #21-001, and as specified in the CMS conditional approval of the HCBS Spending Plan, which funds HHIP; and,

WHEREAS, the GRANTOR and COUNTY previously entered into that certain HHIP Agreement HWSCoC-0004868 for the Housing and Homelessness Incentive Program, effective March 1, 2023 through March 31, 2028, wherein the parties estimated all services would be provided to the Target Population by March 31, 2028, for eligible uses of HHIP funds which include, but are not limited to, one or more of the following: (1) Rapid rehousing; (2) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves; (3) Incentives to landlords, including, but not limited to, security deposits and holding fees); (4) Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing; (5) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system particularly for vulnerable populations including families and homeless youth; (6) Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions; (7) Prevention and shelter diversion to permanent housing; and (8) New navigation centers and emergency shelters based on demonstrated need; (herein referred to as "Original Agreement"); and,

WHERAS, the parties now desire to amend and restate the Original Agreement to increase the Maximum Reimbursable Amount by $12,000,000 in incentive payments as set forth in Schedule A – Payment Provisions, and the HHIP IEHP Investment Plan Workbook as set forth in Attachment VI; and,

WHEREAS, the final amount of the award to the COUNTY will be determined upon completion of program deliverables and will not exceed $44,600,000.00, inclusive of both allocated and incentive funding.

WHERAS, upon effectiveness of this Agreement, the Original Agreement shall be superseded and replaced in its entirety as provided for herein;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

A. "Administrative Entity" means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer HHIP funds.

B. "Budget Amendment" means any change affecting the overall total investment amount awarded that may or may not affect the scope of work.

C. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total investment amount awarded of this agreement.

D. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.

E. "CES Lead Agency" or "HomeConnect" means the County of Riverside's Coordinated Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through Riverside County's crisis response system.

F. "CoC" refers to the Riverside City & County Continuum of Care.

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

H. "DHCS" refers to the California Department of Health Care Services.

I. "Expended" means all HHIP funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.

J. "GRANTOR" refers Inland Empire Health Plan (IEHP) including its employees, agents, representatives, subcontractors and suppliers. GRANTOR and IEHP are used interchangeably in this Agreement.

K. "HHIP" or "Program" means the Housing and Homelessness Incentive Program established pursuant to Chapter 6 of Part 1 of Division 31 of the Health and Safety Code. HHIP and Program are used interchangeably in this Agreement.

L. "HMIS" refers to the Riverside County Homeless Management Information System.

M. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

N. "Homelessness Prevention" means assistance that includes housing relocation and stabilization services and/or short- and/or medium-term Rental Assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the Homeless definition in 24 CFR 576.2.

O. "Homeless Youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

P. "Investment Funds" means funding that IEHP has allocated to Riverside County under the IEHP HHIP Investment Plan, aimed at aiding/accomplishing the goals and milestones set forth under the HHIP Measure Set. These funds are inclusive of performance incentive funding that are earnable through milestone achievement.

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

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

S. "Permanent Supportive Housing" means Permanent Housing with no limit on the length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist the supportive housing residents in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Permanent Supportive Housing includes associated facilities if used to provide services to housing residents.

T. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.

U. "Rapid Re-Housing" means a model of housing assistance that is designed to assist the Homeless, with or without disabilities, move as quickly as possible into Permanent Housing and achieve stability in that housing. Rapid Re-Housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance Homeless system performance and the performance of other Homeless projects.

V. "Rental Assistance" means the provision of housing vouchers to provide Homelessness Prevention, transitional or Permanent Housing to eligible persons.

W. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SUBRECIPIENT with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.

X. "Target Population" means any person who is Homeless as defined in this Agreement.

2. DESCRIPTION OF SERVICES

A. HWS shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.

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

C. HWS affirms that it is fully apprised of all of the work to be performed under this Agreement and HWS agrees it can properly perform this work at the prices stated in Schedule A. HWS is not to perform services or provide products outside of this Agreement. IEHP reserves the right to request reports from County/HWS regarding the progress of HHIP or the expenditure of investment amounts awarded under this Agreement.

D. Acceptance by IEHP of the HWS' performance under this Agreement does not operate as a release of HWS' responsibility for full compliance with the terms of this Agreement.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective March 1, 2023 ("Effective Date") and continues in effect through March 31, 2028, unless terminated earlier. HWS shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. HWS and IEHP agree that all services provided to the Target Population shall be provided through March 31, 2028.

4. COMPENSATION

IEHP shall pay HWS for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. IEHP is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, IEHP shall not be responsible for payment of any of COUNTY's expenses related to this Agreement. One hundred percent (100%) of HHIP funds allocated to HWS, pursuant to this Agreement, shall be Expended by March 31, 2028 ("Expenditure Deadline"). Any HHIP funds paid to HWS, but not Expended pursuant to this Agreement by March 31, 2028 shall be returned to IEHP within five (5) business days. In the event this Agreement is terminated prior to March 31, 2028 any funds paid to HWS, but not Expended prior to the date of termination, shall be returned to IEHP within five (5) business days of the notice of termination.

5. CONFIDENTIALITY

Both parties shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to HWS shall be considered and kept confidential by HWS, its staff, agents, employees and volunteers. HWS shall require all of its

employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Agreement or before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to HWS by IEHP.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

HWS shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement and agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

6. ASSIGNMENT
Neither party shall assign any interest in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest herein without written consent of the other party shall be deemed void and of no force or effect.

7. COMPLIANCE WITH APPLICABLE LAWS
HWS and IEHP shall comply with all applicable federal, state and local laws and regulations. In the event there is a conflict between the various laws or regulations that may apply, HWS and IEHP shall comply with the more restrictive law or regulation.

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

Inland Empire Health Plan:

Inland Empire Health Plan
10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730

HWS:

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

9. DISPUTES
A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. There will be two phases of Dispute Resolution and they are as follows:

(a) This phase of dispute resolution will be called "Phase 1 Informal Resolution", and it will be conducted between senior management of the parties using the Agreement and other supporting documentation maintaining a level of reason, logic and common sense. Phase 1 must be documented.

(b) This phase of dispute resolution will be called "Phase 2 Formal Resolution", and it will be between the Director of HWS and/or designee(s) and the IEHP Director of Health Services Special Initiatives or designee. This incident must be written as a note to file.

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

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

11. TERMINATION
This Agreement may be terminated without cause by either party by giving thirty (30) days prior written notification to the other party.

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

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

14. ENTIRE AGREEMENT
This Agreement, including any schedules, attachments, or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, proposals, discussions, and communications, whether oral or in writing.

[Signature Pages Follows]

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

Authorized Signature for IEHP: DocuSigned by: Keenan Freeman Keenan Freeman, CFO, for:	Authorized Signature for COUNTY: DocuSigned by Heidi Marshall 201F3596E02E493...
Printed Name of Person Signing: Jarrod McNaughton	Printed Name of Person Signing: Heidi Marshall
Title: Chief Executive Officer Inland Empire Health Plan	Title: Director Housing and Workforce Solutions
Date Signed: 11/8/2023	Date Signed: 11/6/2023

11/09/2023

County of Riverside, Department of Housing and Workforce Solutions:

By: DocuSigned by: Heidi Marshall

Heidi Marshall
Director, Housing and Workforce Solutions

Date: 11/6/2023

INLAND EMPIRE HEALTH PLAN:

By: Keenan Freeman

Keenan Freeman, CFO for
Jarrod McNaughton, MBA, FACHE
Chief Executive Officer

Date: 11/8/2023

By: DocuSigned by: Karen S. Spiegel

Chair, IEHP Governing Board

Date: 11/8/2023

Attest: DocuSigned by:

Secretary, IEHP Governing Board

Date: 11/8/2023

Approved as to Form:

By: DocuSigned by: DS MP

Anna W. Wang
Vice President, General Counsel
Inland Empire Health Plan

Date: 11/8/2023

HWSCoC-0004868

Schedule A
Payment Provisions

A.1 MAXIMUM REIMBURSABLE AMOUNT
$44,600,000 in HHIP funding is available, of which $32,600,000 is allocated and $12,000,000 is available as incentive payments.

The $32,600,000 in allocated funding will be disbursed to the County upon IEHP's receipt, review, and approval of invoices that at minimum include the following elements:

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

An additional $12,000,000 in incentive funding may be earned by the County if its HHIP performance meets specified benchmarks, as determined by IEHP and delineated in Attachment II, the HHIP IEHP Investment Plan Workbook. Incentive funding will be disbursed to the County upon IEHP's receipt, review, and approval of invoices that at minimum include the following elements:

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

Total HHIP funding shall not exceed $44,600,000.

A.2 INELIGIBLE COSTS
HHIP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and under the eligible uses as identified by the California Department of Health Care Services (DHCS) in accordance with the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan. The IEHP Investment Plan details the funding activities conforming with eligible activities under HHIP (Attachment VI - HHIP IEHP Investment Plan Workbook).

A.3 EXPENDITURE OF FUNDS
HWS shall Expend one hundred percent (100%) of all funds under this agreement by March 31, 2028 ("Expenditure Deadline") unless approved by IEHP in writing.

A.4 FISCAL ACCOUNTABILITY
a. HWS agrees to manage funds received through IEHP in accordance with sound accounting policies and incur and claim only eligible costs for reimbursement.

b. HWS must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, HWS must develop an accounting procedure manual. Said manual shall be made available to IEHP upon request or during fiscal monitoring visits.

HWSCoC-0004868

Schedule B
Scope of Services

B.1 SCOPE OF SERVICES

A. Project Description

Housing and Homeless Incentive Plan

HHIP is a voluntary incentive program that will allow health plans to earn incentive funds for making progress in addressing homelessness and housing insecurity and social determinants of health. Total Incentive Funds available are $1.288 billion one-time funds. Funding will be available to Managed Care Plans through March 31, 2024. Funds flow from DHCS to Managed Care Plans (MCPs) to: 1. reduce and prevent homelessness; and 2. ensure MCPs develop the necessary capacity and partnerships to connect their members to needed housing services.

Funding can support and facilitate coordination between health plans and other entities. Funds will be awarded to MCPs once metrics are met as prescribed by the HHIP program metrics below:

Priority Area 1: Partnership and Capacity to Support Referrals for Services	Priority Area 2: Infrastructure to Coordinate and Meet Member Housing Needs	Priority Area 3: Delivery of Services and Member Engagement
1.1 Engagement with CoC, such as, but not limited to: attending CoC meetings, joining the CoC board, subgroup or workgroup, and attending CoC webinars.	**2.1 Connection with street medicine team** that is providing healthcare for individuals who are homeless Priority Measure*	**3.1 Percent of MCP Members screened for homelessness/risk of homelessness**
1.2 Connection and integration with the local homeless Coordinated Entry System Priority Measure*	**2.2 MCP connection with the local Homeless Management Information System (HMIS)** Priority Measure*	**3.2 MCP Members screened for homelessness or risk of homelessness who were discharged from an inpatient setting** or have been to the emergency department for services two or more times in a 4-month period
1.3 Identifying and addressing barriers to providing medically appropriate and cost-effective housing-related Community Supports services or other housing-related services to MCP members experiencing homelessness	**2.3 MCP process for tracking and managing referrals for housing-related Community Supports** offered during the measurement period, including: 1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post-Hospitalization Housing 6. Day Habilitation Programs	**3.3 MCP members experiencing homelessness who were successfully engaged in ECM**
1.4 Partnerships with counties, CoC, and/or organizations that deliver housing services (i.e., interim housing, rental assistance, supportive housing, outreach, prevention/diversion) with whom the MCP has a data sharing agreement that allows for timely information exchange and member matching Priority Measure*		**3.4 MCP members experiencing homelessness receiving at least one housing related Community Supports**, including: 1. Housing Transition Navigation 2. Housing Deposits 3. Housing Tenancy and Sustaining Services 4. Recuperative Care 5. Short-Term Post-Hospitalization Housing 6. Day Habilitation Programs Priority Measure*
1.5 Data sharing agreement with county MHPs and DMC-ODS (if applicable)		**3.5 MCP Members who were successfully housed** Priority Measure*
1.6 Partnerships and strategies the MCP will develop to address disparities and equity in service delivery, housing placements, and housing retention (aligns w/ HHAP-3)		**3.6 MCP Members who remained successfully housed** Priority Measure*
1.7 Lessons learned from development and implementation of Investment Plan (IP)		

Note: Priority Measures* will be weighed heavily by DHCS when reviewing MCP reports to determine funds earned. Measures are either P4P (pay-for-performance) or P4R (pay-for-reporting)

B. Project Detail

The Scope of Work ("Work") for this Agreement are in alignment with the County HHAP-3 Local Action Plan and application template to ensure alignment with the County; and any other applicable laws.

IEHP has partnered with the County of Riverside Department of Housing and Workforce Solutions to provide significant investments in eleven (11) activities detailed in Attachment VI - HHIP IEHP Investment Plan Workbook.

B.2 HOMELESS MANAGEMENT INFORMATION SYSTEM

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

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, data collection, and entering required client data on a regular and timely basis.

2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant IEHP access to use the HMIS software for the term of this Agreement.

3. IEHP shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: https://rivcohws.org/sites/g/files/aldnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf

4. IEHP must maintain a valid HMIS End User Agreement on file with COUNTY, which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%209-10-2020%20(1).pdf

5. IEHP agrees to provide BCSH access to HMIS data collected and entered into the IEHP'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

6. A date use agreement will be established between the County of Riverside and Managed Care Plans (MCPs) that sets out the responsibilities, protocols, and standard before any PPI may be accessed and disclosed from HMIS in a read-only form.

B.3 COORDINATED ENTRY SYSTEM

1. Participation is defined by CES training attendance, complying with Riverside County CES Charter, Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis. https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf

2. IEHP shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Charter, Policies and Procedures which is located on the County of Riverside CoC website: https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf

3. IEHP agrees to work with the CES Lead Agency and coordinate delivery of services (e.g. street outreach, housing navigation, case management, landlord incentive programs, and all other supportive services and housing assistance) to support inquiries received through the CES HomeConnect Hotline and by name list.

4. IEHP agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.

5. IEHP shall utilize the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) to screen individuals with high barriers to help them gain access to housing services through the CES.

6. IEHP agrees to provide BCSH access to CES data collected and entered into the IEHP'S HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH, including, but not limited to, a statewide data integration environment.

B.4 REPORTING REQUIREMENTS

A. IEHP shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HHPWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to BCSH.

B. Information needed for reporting purposes include but are not limited to the followings. IHEP is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.

1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.

2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.

3. The type of housing assistance provided, broken out by the number of individuals.

4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

5. Number of Instances of Service.

6. Increases in capacity for new and existing programs.

7. The number of unsheltered homeless individuals becoming sheltered.

8. The number of homeless persons entering permanent housing.

C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):

   1. Chronically Homeless
   2. Homeless veterans
   3. Unaccompanied Homeless Youth
   4. Homeless persons in families with children

D. IEHP will also be asked to comment on the following:

   1. Progress made toward local homelessness goals.
   2. The alignment between HHIP funding priorities and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
   3. Any other effects from HHIP funding that the CoC would like to share (optional).

I. PHYSICAL SECURITY

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

A. Secure all areas of the Grantor facilities where staff assist in the administration of their program and use, disclose, or store PII.

B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
   1. Properly coded key cards
   2. Authorized door keys
   3. Official identification

C. Issue identification badges to Grantor staff.

D. Require Grantor staff to wear these badges where PII is used, disclosed, or stored.

E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.

F. Ensure there are security guards or a monitored alarm system at all times at the Grantor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.

G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.

H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

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

B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented

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

C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.

D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.

F. Patch Management.
   1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
   2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
   3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
   4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. User IDs and Password Controls.
   1. All users must be issued a unique user name for accessing PII.
   2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
   3. Passwords are not to be shared.
   4. Passwords must be at least eight (8) characters.
   5. Passwords must be a non-dictionary word.
   6. Passwords must not be stored in readable format on the computer or server.
   7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
   8. Passwords must be changed if revealed or compromised.
   9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
      a. Upper case letters (A-Z)
      b. Lower case letters (a-z)
      c. Arabic numerals (0-9)
      d. Special characters (!,@,#, etc.)

H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

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

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

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

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

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

III. AUDIT CONTROLS

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

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

C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. Emergency Mode Operation Plan. The Grantor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

C. Data Backup and Recovery Plan.
1. The Grantor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
3. The procedures shall include storing backups offsite.
4. The procedures shall ensure an inventory of backup media.
5. The Grantor shall have established documented procedures to recover PII data.
6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.

B. Data in Vehicles. The Grantor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Grantor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.

E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.

F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.

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

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

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

HWSCoC-0004868

ATTACHMENT II

HIPAA Business Associate Agreement
Addendum to Contract

Between the County of Riverside and Inland Empire Health Plan. This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of Agreement HWSCoC-0004868 (the "Underlying Agreement") between the County of Riverside ("County") and Inland Empire Health Plan ("Grantor") and shall be effective as of the date the Underlying Agreement is approved by both parties (the "Effective Date").

RECITALS

WHEREAS, County and Grantor entered into the Underlying Agreement pursuant to which the Grantor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Grantor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Grantor or Grantor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Grantor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Grantor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Grantor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

      (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Grantor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

         (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

         (b) The unauthorized person who used the PHI or to whom the disclosure was made;

         (c) Whether the PHI was actually acquired or viewed; and

         (d) The extent to which the risk to the PHI has been mitigated.

      (2) Breach excludes:

         (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

         (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

         (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

   B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

   C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Grantor of County's PHI and/or ePHI.**

A. Except as otherwise provided in this Addendum, Grantor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Grantor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Grantor may:

(1) Use PHI and/or ePHI if necessary for Grantor's proper management and administration and to carry out its legal responsibilities; and,

(2) Disclose PHI and/or ePHI for the purpose of Grantor's proper management and administration or to carry out its legal responsibilities, only if:

(a) The disclosure is required by law; or,

(b) Grantor obtains reasonable assurances, in writing, from the person to whom Grantor will Hold such PHI disclose such PHI and/or ePHI that the person will:

(i) and/or ePHI in confidence and use or further disclose it only for the purpose for which Grantor disclosed it to the person, or as required by law; and,

(ii) Notify Grantor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

(3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

(4) De-identify all PHI and/or ePHI of County received by Grantor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

A. Grantor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

B. Grantor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

C. Grantor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

D. Grantor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Grantor agrees:

(1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

(2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

(3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

(4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Grantor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

A. County agrees to make its best efforts to notify Grantor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Grantor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

B. County agrees to make its best efforts to promptly notify Grantor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Grantor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

C. County agrees to make its best efforts to promptly notify Grantor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Grantor's use or disclosure of PHI and/or ePHI.

D. County agrees not to request Grantor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Grantor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Grantor**. In connection with the use or disclosure of PHI and/or ePHI, Grantor agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of45 CFR §164.504(e). Grantor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Grantor shall promptly notify County if Grantor is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to Grantor of a use or disclosure of PHI and/or ePHI by Grantor in violation of this Addendum.

E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Grantor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Grantor agree through contract to the same restrictions and conditions that apply to Grantor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Grantor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Grantor on behalf of County, for purposes of determining, investigating or auditing Grantor's and/or County's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Grantor shall promptly notify County upon Grantor's receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Grantor is to carry out County's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Grantor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Grantor, and if such steps are unsuccessful, Grantor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Grantor agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Grantor uses or maintains electronic health records. Grantor shall:

(1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

(2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

(3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Grantor or Grantor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Grantor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Grantor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by Grantor 's workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Grantor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to County any security incident of which Grantor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Grantor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Grantor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by v as of the first day on which such breach is known to Grantor or, by exercising reasonable diligence, would have been known to Grantor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Grantor (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Grantor:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Grantor to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what Grantor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by Grantor, Grantor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Grantor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If Grantor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Grantor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Grantor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Grantor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Grantor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Grantor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Grantor shall maintain documentation sufficient to demonstrate that all notifications were made by Grantor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Grantor 's completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

(1) Grantor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

(2) Grantor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Grantor detects such incident. Grantor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

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

B. With respect to any action or claim subject to indemnification herein by Grantor, Grantor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Grantor's indemnification to County as set forth herein. Grantor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Grantor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Grantor's expense, for the defense or settlement thereof. Grantor's obligation hereunder shall be satisfied when Grantor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Grantor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Grantor from indemnifying County to the fullest extent allowed by law.

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Grantor, or created or received by Grantor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

(1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

(2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

(3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

(1) Upon termination of this Addendum, for any reason, Grantor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Grantor on behalf of County, and, in the event of destruction, Grantor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Grantor. Grantor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

(2) In the event that Grantor determines that returning or destroying the PHI and/or ePHI is not feasible, Grantor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Grantor that return or destruction of PHI and/or ePHI is not feasible, Grantor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Grantor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Grantor is required to document or maintain documentation pursuant to the terms of this Addendum, Grantor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of Grantor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**

(1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.

(2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to County.** All notifications required to be given by Grantor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Grantor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

— — —— — —— — TO BE COMPLETED BY COUNTY PERSONNEL ONLY— — —— ——— —

County Departmental Officer: _____

County Departmental Officer Title: _____

County Department Address: _____

County Department Fax Number: _____

HWSCoC-0004868

ATTACHMENT III
IEHP 2023 Payment Request – Required Backup Documentation

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

INVOICE

INVOICE #: HHIP/EHP-XXX
DATE: XX-XX-202X

TO:
Inland Empire Health Plan
10801 Sixth Street, Suite 120
Rancho Cucamonga, CA 91730

PAYMENT TO:
County of Riverside Continuum of Care
3403 10th Street, Suite 300
Riverside, CA 92501

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Housing and Homelessness Incentive Program – Grant Payment	$xxx	$xxx
		SUBTOTAL	**$xxx**
		SALES TAX	0
		SHIPPING & HANDLING	0
		TOTAL DUE	$xxx

Make checks payable to County of Riverside
If you have any questions concerning this invoice, contact:
Brandon Trahan, CGFM - Principal Accountant
(951) 295-2310 - btrahan@rivco.org

THANK YOU FOR YOUR SUPPORT

REQUIRED DOCUMENTATION FOR INLAND EMPRIE HEALTH PLAN (IEHP) CLAIMS
Revised February 28, 2023

GENERAL GUIDELINES
❖ Claims must be submitted in an organized format.
❖ All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖ Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖ Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖ All claims must be in accordance with the terms and conditions of your contract.
PERSONALLY IDENTIFIABLE INFORMATION (PII)
❖ All PII of program participants **must** be redacted, including:
❖ Name, Date of birth, Social Security Number, Driver's License Number
❖ Instead of the client's name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.
❖ **SIGNED/DATED** Payment Request Form (current version ~~of Form 3106 or~~ Form 2076A, depending on the grant)
❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)

STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense
▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the **specific** grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted
▪ Proof of payment of the credit card statement (cancelled check or check stub)

HWSCoC-0004868

ATTACHMENT IV
HMIS Participating Agency Agreement

COUNTY OF RIVERSIDE CONTINUUM OF CARE
HMIS PARTICIPATING AGENCY AGREEMENT

_____ ("AGENCY") has elected to participate in the County of Riverside Continuum of Care Homeless Management Information System ("HMIS") and therefore is entering into this HMIS Participating Agency Agreement (this "Agreement"). The AGENCY and its personnel are permitted to use HMIS and security services on their computer systems through an Internet connection. The HMIS is a database and case management system that collects and maintains information on the characteristics and service needs of clients. The system collects and stores client –level data, which can be used to generate unduplicated and aggregate reports to determine the use and effectiveness of the services being provided to the homeless and at risk populations.

The Riverside County Housing, Homelessness Prevention and Workforce Solutions (HHPWS) ("HMIS LEAD") is the HUD grantee responsible for administering the HMIS grant. HMIS LEAD is the system host and provides the personnel and administrative support to operate the County of Riverside CoC HMIS. HMIS LEAD is responsible for ordering, installing and maintaining the computer and network system, implementing the software solution, providing secured access for participating agencies, troubleshooting problems, and offering training and on-going technical support

AGENCY agrees to abide by all laws, and the County of Riverside CoC HMIS Charter pertaining to client confidentiality, user conduct, security, and the ongoing functionality and stability of services and equipment used to support HMIS.

In consideration of their mutual undertakings and covenants, the AGENCY and HMIS LEAD agree as follows:

1 **General Understandings:**

A. Definitions. In this Agreement, the following terms will have the following meanings:

i. "AGENCY staff" refers to employees, volunteers, contractors, or any other agents of the AGENCY.

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.

HWSCoC-0004868

ATTACHMENT V
Privacy Data Notice

Appendix C: Privacy Notice (Posted Sign)

PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE READ IT CARFULLY.

Effective Date:

Our Duty to Safeguard your Protected Information

_____ **(Agency Name)** collects information about who uses our services. We will ask for your permission to enter the information we collect about you and your family into a computer program called the Continuum of Care for Riverside County HMIS. Although the CoC HMIS helps us keep track of your information, individual and identifiable information about you is considered "Personal Protected Information" (PPI). We are required to protect the privacy of your identifying information and to give you notice about how, when and why we may use or disclose the information you give us.

We are also required to follow the privacy practices described in this Notice, although _____ **(Agency Name) reserves the right to change our privacy practices and the terms of this Notice at any time.** You may request a copy of the notice from any participating **CoC HMIS Collaborative Agency.**

How We May Use and Disclose Your Information

We use and disclose collective information for a variety of reports. We have a limited right to include some of your information for reports on homelessness and services needed by those who are homeless. Information that could be used to tell who you are will never be used for these reports. We will not turn your information over to a national database. We must have your written consent to use or disclose your information unless the law permits or requires us to make the use of or to disclose without your permission. Please review the Client Informed Consent/Release of Information Authorization for details.

Individual Rights Regarding Your Information

- You have the right to receive services even if you choose NOT to participate in the CoC HMIS. However, clients may be refused program entry for not meeting other agency eligibility criteria.
- You have the right to ask for information about who has seen your information.

You have the right to see your information and change it, if it is not correct.

Riverside County HMIS Lead Agency
Housing, Homelessness Prevention, and Workforce Solutions Department
4060 County Circle Drive, Riverside, CA 92503

MANDATORY COLLECTION NOTICE

We collect personal information directly from you for reasons that are discussed in our privacy statement. We may be required to collect some personal information as mandated by law or as requested from organizations that fund this program. Other personal information we collect is necessary to operate programs, improve services and better understand the needs of homelessness. We collect appropriate information only. A Privacy Notice is available upon request.

ATTACHMENT VI
HHIP IEHP Investment Plan Workbook

County	Investment Topic #	Gap/Need Addressed	Investment Activity Description	$ Allocated	$ Incentive
Riverside	1. CoC Support	Enhance partnership between MCP and CoCs	• **$1M** to Riverside CoCs to supplement existing HHAP financial plans and strengthen housing related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications) • **$1.5M** over 3 years to support the Homeless Point-in-Time Count for the County of Riverside's "More Than a Count" Initiative that will strategically place and coordinate transportation, medical screenings, and interim placements for those identified during the day of the count	$2,500,000.00	
Riverside	2. CES Support	Improve connection and integration with local CES	• **$500,000** to support Riverside County CES' infrastructure development and enhancement including software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees)	$500,000.00	
Riverside	3. Community Supports Services Enhancement	Provide more medically appropriate and cost-effective housing related services to MCP members who are experiencing homelessness	• **$250,000** to enhance community supports vendors to incentivize landlords • **$500,000** may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services	$750,000.00	

Riverside	4. CoC collaboration and partnerships	Increase the number of data sharing agreements with counties, COC, and/or organizations that deliver housing services allowing for timely exchange of information and member matching	• **$2M** to support the expansion of contractual arrangements with housing-related service Providers who can provide interim housing, rental assistance, supportive housing, outreach services, and/or prevention/diversion services.	$2,000,000.00	
Riverside	5. DMC-ODS Support and Collaboration	MHP and DMC-ODS do not capture housing status. (they may have their own homeless indicators)	• **$500,000** to Riverside County to improve the sharing of patient information including, member matching and current housing status, integration, coordination of care, and case management with MHPs.	$500,000.00	
Riverside	6. Homeless Shelter Respite Care Center Development	Lack of respite care and shelter beds	• **$5M** over 3 years to directly support capital improvements for the shelter's respite care program. The center will support 10 respite care beds and a total of 60 shelter beds. IEHP will negotiate a percentage of beds be reserved for IEHP Members.	$5,000,000.00	

Riverside	7. Disparities and Equity Services Support	Address disparities and equity in service delivery, housing placements, and housing retention	• **$1M** to support Riverside CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions. • **$1M** to address disparities and equity by supporting entities who provide services to the LBGTQ+ and HIV/AIDS population.	$2,000,000.00	
Riverside	8. Street Medicine Support	Increase ability to identify and house individuals who are not accounted for in reports, require more urgent services, and dissemination of information	• **$1M** for IEHP to directly contact with a street medicine provider/teams who provide medical care for patients experiencing homelessness using "street medicine" model best practices and create increase encampment response. • **$5.1M** to support the County and CoC to integrate street medicine professionals into supervisorial street medicine teams.	$6,100.000.00	
Riverside	9. HMIS Collaboration and Enhancement	HMIS is not being used to its full potential	• **$750,000** to support the expansion of the CoC's No Wrong Door Approach by increasing the number of licenses available to support users across all sectors and forward-facing dashboards to measure project and system performance towards achieving metrics. Additionally, help with resource support to assist Plan/County Member matching efforts. • **$3M** to incentivize County HMIS to enhance member matching capabilities and develop capabilities to allow for timely alerts of changes in a Member's housing status.	$750,000.00	$3,000,000.00

Riverside	10. Community Supports	Increasing community support providers and housing-related care services	• **$2M** to expand the network of Community Support Providers as well as augment housing-related care services to include increased case management services in clinics, behavioral health staffing, respite beds, and substance abuse and/or prevention programs. • **$3M** to incentivize IEHP's Community Support Providers to increase the number of housing related and recuperative care Community Support (CS) services for IEHP Members. Funding to also incentivize CS Providers to be able to electronically receive, follow-up.	$2,000,000.00	$3,000,000.00
Riverside	11. Permanent Supportive Housing	Addressing lack of infrastructure and housing space/beds	• **$10.5M** to support the CoC's development/infrastructure for capital improvement projects that are in progress and/or nearing completion to support and expand the capacity in Riverside County to sustainably house IEHP Members. • Funding will also help support infrastructure costs to support 808 beds and facilitate linkages to healthcare treatment for physical health, mental health, and substance use . • **$6M** to incentivize housing related service providers to sustainably house IEHP members.	$10,500,000.00	$6,000,000.00
Totals				$32,600,000.00	$12,000,000.00
Total Funding Amount				Not to exceed $44,600,000	

ATTACHMENT VII
HHIP Incentive Funding
Companion Document to HHIP Investment Plan

INVESTMENT PLAN ACTIVITY	COUNTY, COC, or BOTH	EARN UP TO AMOUNT	DELIVERABLE/MILESTONE REQUIRED FOR INCENTIVE PAYMENT	DUE DATE
9. HMIS Collaboration and enhancement	County	3 Million	County has the ability to earn incentivized amounts for demonstrating successful milestone completion of the following: A. **(16.6%/504K)** IEHP ability to successfully receive timely alerts from County local HMIS when IEHP's member experiences a change in housing status B. **(10.4%/312K)** Report of unique number of IEHP Members who were screened for homelessness or risk of homelessness during measurement period 2 (1/1/23 – 10/31/23) C. **(10.4%/312K)** Report of unique number of IEHP members who received at least one of the following housing-related Community Supports (list below) offered during measurement period 2 (1/1/23 – 10/31/23) a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs D. **(10.4%/312K)** Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 2 (1/1/23 – 10/31/23) E. **(10.4%/312K)** Reports of unique number of IEHP Members who were housed for at least 1 day during baseline measurement period (1/1/22 – 4/30/22) F. **(10.4%/312K)** Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22)	On or before October 31, 2023

			G. **(10.4%/312K)** Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (1/1/22 – 12/31/22) and remained housed as of 10/31/23 H. **(10.4%/312K)** Unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22) and remained housed as of 10/31/23 I. **(10.4%/312K)** Report of the number of IEHP Members receiving care from a street medicine provider during the measurement period 2 (1/1/23 – 10/31/23)	
10. Community Supports	County/CoC	3 Million	County has the ability to earn incentive funding for each successful demonstration below. (County eligible to receive **35K** for each successful demonstration if received no later than 10/31/23. **25K** for each successful demonstration if received after 10/31/23.) A. New county or county-subcontracted Community Supports provider that can receive, follow up, and close referrals electronically. Provider must be able to accept new referrals for IEHP Members and provide at least one of the following six (6) housing-related community supports services: a. Housing Transition Navigation b. Housing Deposits c. Housing Tenancy and Sustaining Services d. Recuperative Care e. Short-Term Post Hospitalization Housing f. Day Habilitation Programs B. County or County subcontracted Community Supports provider shall maintain capacity for referrals and align/build their workforce accordingly. County will confirm/attest that community support provider has the ability to accept twenty (20) referrals per month, per service. Provider must provide at least one of the following six (6) housing-related community supports services:	35K if received no later than 10/31/23. 25K if received after 10/31/23

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