

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



ITEM: 3.25
(ID # 29186)

MEETING DATE:
Tuesday, November 18, 2025

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify and Approve Acceptance of the Continuum of Care Program 2024 Emergency Solutions Grant (ESG) Award No. 24-ESG-00031; and Ratify and Approve the 2024 ESG Subrecipient Agreements - HWSCOC-95255-003-10/26 with Thessalonika Family Services dba Mission Hope for Homeless Assistance Program, Subrecipient Agreement HWSCoC-95255-001-10/26 with Martha's Village, Inc., and Subrecipient Agreement HWSCoC-95255-002-10/26 with Operation Safe House, Inc. for Homeless Assistance Programs from October 09, 2025 through October 08, 2026; All Districts. [Total Cost \$383,572; Source of Funds: 100% State Funding]

1. Ratify and Approve acceptance of the Continuum of Care Program 2024 Emergency Solutions Grant (ESG) awards in an aggregate amount of \$383,572 for Homeless Assistance Programs, Standard Agreement No. 24-ESG-00031, as detailed in Attachment A;
2. Ratify and Approve form of attached 2024 ESG Subrecipient Agreement HWSCOC-95255-003-10/26 with Thessalonika Family Services dba Mission Hope for the Homeless Assistance Program, from October 09, 2025, through October 08, 2026, in an amount not to exceed \$153,429, as approved as to form by County Counsel;
3. Ratify and Approve form of the the attached 2024 ESG Subrecipient Agreement HWSCoC-95255-002-10/26 with Operation Safe House, Inc. for the Homeless Assistance Program, from October 09, 2025, through October 08, 2026, in an amount not to exceed \$27,000, as approved as to form by County Counsel;

Continued on page 2

ACTION:Policy


Heidi Marshall, Director 11/5/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: November 18, 2025
xc: HWS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

4. Ratify and Approve form of the attached 2024 ESG Subrecipient Agreement HWSCoC-95255-001-10/26 with Martha's Village & Kitchen, Inc. for the Homeless Assistance Program, from October 9, 2025 through October 08, 2026, in an amount not to exceed \$160,950 as approved as to form by County Counsel;
5. Authorize the Director of HWS, or designee to sign 2024 ESG Subrecipient Agreement HWSCOC-95255-003-10/26 Thessalonika Family Services dba with Mission Hope, 2024 ESG Subrecipient Agreement HWSCoC-95255-002-10/26 with Operation Safe House, Inc., and 2024 ESG Subrecipient Agreement HWSCoC-95255-001-10/26 with Martha's Village, Inc. and as approved as to form by County Counsel;
6. Ratify and Direct the Purchasing Agent to issue Purchase Orders(s) for Subrecipient Agreements HWSCoC-95255-001-10/26 with Martha's Village & Kitchen, Inc. HWSCoC-95255-002-10/26 with Operation Safe House, Inc. and HWSCOC-95255-003-10/26 with Thessalonika Family Services dba Mission Hope for 2024 ESG Rapid Rehousing for FY25/26, not to exceed the approved funding amount;
7. Authorize HWS the use of \$3,836 of 2024 Emergency Solutions Grant funds to pay direct County staff related and delivery cost for the 2024 ESG Rapid Rehousing Program; and
8. Authorize the Director of HWS, or designee, to administer all actions necessary and sign all documents related to the administration of the 2024 ESG awards and, based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign within the intent of the agreement; and (b) sign amendments to the Scope and Compensation provisions of the agreements, including reallocating funds between Subrecipients, that do not exceed the total grant amount of the 2024 ESG funds set forth in the Standard Agreement with the State of California Department of Housing and Community Development (HCD).

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 255,715	\$ 127,857	\$ 383,572	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funding			Budget Adjustment: No	
			For Fiscal Year: 25/26-26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

On March 18, 2025, the Board of Supervisors adopted Resolution No. 2025-067 (Agenda Item 3.18), authorizing Housing and Workforce Solutions (HWS) to apply for and accept 2024 Emergency Solutions Grant (ESG) funding with the State of California Department of Housing

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and Community Development (HCD) for federal fiscal year 2025/2026. HCD provides ESG funding to local Continuum of Care (CoC) Service Areas, including Riverside County. The total allocation to the County of Riverside for FY 25/26 is \$383,572, consisting of \$153,429 for Rapid Rehousing Assistance, \$187,950 for Emergency Shelter, \$38,357 for Homeless Prevention and \$3,836 for Program Grant Administration.

The County of Riverside, through its Department of Housing and Workforce Solutions (HWS), serves as the Administrative Entity (AE) for the Riverside City and County Continuum of Care (CoC) Service Area. In this role, HWS administers ESG program funds and contracts with local service providers to deliver street outreach, emergency shelter, homelessness prevention, and rapid rehousing services. The ESG program aims to:

- Engage homeless individuals and families living on the street;
- Rapidly re-house homeless individuals and families;
- Help operate and provide essential services in emergency shelters for homeless individuals and families; and
- Prevent individuals and families from becoming homeless.

HWS' Office of Homeless Services (OHS) issued Request for Proposal (RFP) COARC-0028 on May 2, 2025, closing on June 2, 2025. The solicitation sought qualified providers to implement ESG activities under the Emergency Solutions Grant (ESG) Program, including emergency shelter, rapid rehousing, and homelessness prevention services. A total of eight (8) proposals were received and evaluated. Based on scoring and funding priorities, the following agencies were selected: Mission Hope to provide Rapid Rehousing Services, Martha's Village & Kitchen to provide Emergency Shelter Services, Operation SafeHouse to provide Emergency Shelter Services, and the Office of Homeless Services to provide Homelessness Prevention Services. The Continuum of Care (CoC) Board of Governance approved these ESG funding recommendations on August 21, 2025.

Subrecipient Name	Project Type	Start Date	End Date	Total Grant
Thessalonika Family Services dba Mission Hope	Rapid Rehousing	10/09/2025	10/08/2026	\$153,429
Marthas Village & Kitchen	Emergency Shelter	10/09/2025	10/08/2026	\$160,950
Operation SafeHouse	Emergency Shelter	10/09/2025	10/08/2026	\$27,000
The County of Riverside	Homeless Prevention	10/09/2025	10/08/2026	\$38,357
Admin.				\$3,836
Total				\$383,572

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Impact on Residents and Businesses

There is no negative impact on residents and businesses in the County of Riverside. In collaboration with the CoC for the Riverside County service area, the County of Riverside along with its service providers will continue to improve the lives of individuals and families experiencing or at risk of homelessness through targeted housing assistance and supportive services funded by the FY 25/26 ESG allocation.

ATTACHMENTS:

- Attachment A: 2024 ESG Standard Agreement No. 24-ESG-00031
- Attachment B: HWSCoC-95255-001-10/26 – Martha's Village & Kitchen
- Attachment C: HWSCoC-95255-002-10/26 – Operation SafeHouse
- Attachment D: HWSCOC-95255-003-10/26 – Mission Hope
- Attachment E: Administrative Handbook for ESG Program

HM;MW;TT;cg
Prev.Agn.Ref.:(03/18/2025 3.18)

Melissa Curtis

Melissa Curtis, Deputy Director of Purchasing and Fleet

11/6/2025

Stacey Pena

Stacey Pena, EO Management Analyst

11/10/2025

Aaron Gettis

Aaron Gettis, Chief of Deputy County Counsel

11/10/2025

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

and

Martha's Village & Kitchen, Inc.

2024 Emergency Solutions Grant

Emergency Shelter Services

HWSCoC-95255-001-10/26



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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Attachment II – Contractor Payment Request

Attachment III – ESG Supporting Documentation Instructions

Attachment IV – Monthly Performance Report

Attachment V – HMIS Participating Agency Agreement

Attachment VI – Good Neighbor Policy

Attachment VII – ESG Time/Activity Report

Attachment VIII - Standard Agreement No. 24-ESG-00031

Attachment IX – Administrative Handbook for ESG Grants

This Agreement is made and entered into this _____ day of _____, 2025, by and between Martha's Village & Kitchen, Inc., a California nonprofit corporation (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Application" refers to the approved application and its submissions prepared by COUNTY, which is the basis on which HCD approved the grant.
- B. "CES" refers to the Coordinated Entry System in the County of Riverside.
- C. "CoC" refers to the Riverside County Continuum of Care.
- D. "COUNTY" and/or "HWS" refers to the County of Riverside and its Housing and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- E. "ESG Program" refers to the Emergency Solutions Grants Program.
- F. "HCD" refers to the State of California Department of Housing and Community Development.
- G. "HMIS" refers to the Riverside County Homeless Management Information System.
- H. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- I. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the ESG Program.
- J. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- K. "Project" refers to rapid rehousing services for facilitating the movement of Homeless individuals through the Continuum of Care into independent Permanent Housing.
- L. "RAPID RE-HOUSING" (RRH) is a model of housing assistance that is designed to assist the homeless, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. Rapid re-housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance homeless system performance and the performance of other homeless projects. For more information about rapid re-housing see:

<https://www.hudexchange.info/sites/onecpd/assets/File/SNAPS-Weekly-Focus-Rapid-Rehousing.pdf> and

<http://www.endhomelessness.org/pages/prevention-and-rapid-re-housing>
- M. "RENTAL ASSISTANCE" refers to provision of rental assistance to provide homelessness prevention, transitional or permanent housing to eligible persons.
- N. "SUBRECIPIENT" refer to the Martha's Village & Kitchen, Inc. including its employees, agents, representatives, subcontractors, and suppliers. SUBRECIPIENT, Martha's Village & Kitchen, Inc., and MVK are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Contractor Request Form, Attachment III – ESG Supporting Documentation Instructions, Attachment IV – Monthly Performance Report, Attachment V – HMIS Participating Agency Agreement, Attachment VI – ESG Time/Activity Report, Attachment VII – Standard Agreement No. 24-ESG-00031, Attachment IX – Administrative Handbook for ESG Grants, all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement is effective October 09, 2025 (“Effective Date”) and continues in effect through October 08, 2026, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by the Expenditure Deadline as defined in Section 4 of this Agreement.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule A, “Payment Provisions.” COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified number of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT’s expenses related to this Agreement. One hundred percent (100%) of ESG funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by October 08, 2026 (“Expenditure Deadline”). Any ESG funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by October 08, 2026, shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to October 08, 2026, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination to be returned to HCD and revert to the General Fund.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

7. TERMINATION FOR CAUSE

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

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

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

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

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

(5) Withdrawal of HCD's expenditure authority.

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

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

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

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

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

(5) Require the immediate return to COUNTY of all funds derived from the use of ESG 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 ESG requirements; and,

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

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

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

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

- D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- E. The rights and remedies of COUNTY provided in this section shall be cumulative not exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full, and complete compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

- A. SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.
- C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- D. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities, or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting SUBRECIPIENT performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.
- B. SUBRECIPIENT agrees that COUNTY, HCD, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, HCD, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, HCD, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), ESG 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. ESG administrative funds may be used to fund this expense.
 - (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
 - (2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
 - (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
 - (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

12. CONFIDENTIALITY

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

pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors, or suppliers in advance of official announcement.

- B. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section 10850.
- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification, or destruction.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

- A. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions, or services.
- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice, subject to the approval of COUNTY which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.
- C. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

14. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days' written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of

insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. **WORKER'S COMPENSATION**

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

16. **VEHICLE LIABILITY**

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

17. **COMMERCIAL GENERAL LIABILITY**

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

17.1 Sexual Abuse or Molestation (SAM) Liability:

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

18. **INDEPENDENT CONTRACTOR**

The SUBRECIPIENT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, health benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT's employees from the compensation payable to SUBRECIPIENT under this

Agreement. There shall be no employer-employee relationship between the parties and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

19. PROFESSIONAL LIABILITY

SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SUBRECIPIENT shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

20. USE BY POLITICAL ENTITIES

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

21. LICENSES AND PERMITS

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

22. NO DEBARMENT OR SUSPENSION

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

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes, and all other matters applicable and/or related to the ESG Program, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, and the Project, including but not limited to the provisions of 42 USC 11371 – 42 USC 11378, 24 CFR Part 576, 2 CFR Part 200, and 25 CCR Section 8400 et seq. as shall be amended from time to time. In addition, SUBRECIPIENT shall comply with all applicable provisions of Standard Agreement No. 22-ESG-17005 including as set forth in Schedule B, Section B.1, and any applicable COUNTY policies and procedures, including but not limited to:

- b. County of Riverside Continuum of Care Board of Governance Charter:
chrome-extension://efaidnbmnnnibpcajpcgiclfndmkaj/https://rivcohws.org/sites/g/files/aldnop131/files/users/user1041/County-of-Riverside-CoC-HMIS-Charter-Rev-08.07.2025.pdf
- c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:
chrome-extension://efaidnbmnnnibpcajpcgiclfndmkaj/https://rivcohws.org/sites/g/files/aldnop131/files/users/user1041/County-of-Riverside-CoC-HMIS-Charter-Rev-08.07.2025.pdf

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

24. INSPECTIONS

- A. The COUNTY shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with HCD.
- B. HCD shall have the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with HCD.
- C. SUBRECIPIENT shall correct all work that is determined based on such inspections not to conform to the applicable requirements and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

25. CORE COMPONENTS OF HOUSING FIRST

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

26. EMPLOYMENT PRACTICES

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

- C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

27. CHILD SUPPORT COMPLIANCE ACT

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).
- C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

28. DRUG FREE WORKPLACE CERTIFICATION

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

- (1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).
- (2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance programs; and,

- d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

(3) Provide as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:

- a. Will receive a copy of SUBRECIPIENT'S drug-free policy statement; and,
- b. Will agree to abide by terms of SUBRECIPIENT'S condition of employment or Subcontract.

29. PERSONNEL

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

- (1) All staff who work full or part-time positions by title, including volunteer positions;
- (2) A brief description of the functions of each position and hours each position worked; and
- (3) The professional degree, if applicable and experience required for each position.

B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs, or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.

C. Background Checks

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

30. LOBBYING

A. SUBRECIPIENT certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

B. SUBRECIPIENT certifies if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. SUBRECIPIENT shall require that the language of this certification be included in all contracts or subcontracts, if any, entered into in connection with this grant and that all SUBRECIPIENT's subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

31. ADVERSE GOVERNMENT ACTION

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

32. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY and HCD. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. SUBRECIPIENT shall not propose to enter into any subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or
 - (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

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

33. SUPPLANTATION

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

34. ASSIGNMENT

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

35. FORCE MAJEURE

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

36. GOVERNING LAW

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

37. DISPUTES

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

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

38. ADMINISTRATIVE/CONTRACT LIAISON

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

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

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

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

40. NOTICES

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

COUNTY:

Housing and Workforce Solutions
3403 Tenth St. Ste. 300
Riverside, CA 92501

SUBRECIPIENT:

Martha's Village & Kitchen, Inc.
83791 Date Avenue
Indio, CA 92201

41. SIGNED IN COUNTERPARTS

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

42. ELECTRONIC SIGNATURES

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

43. MODIFICATION OF TERMS

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

44. ENTIRE AGREEMENT

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

(SIGNATURES ON THE NEXT PAGE)

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

Authorized Signature for SUBRECIPIENT: FORM COPY - DO NOT SIGN	Authorized Signature for COUNTY: FORM COPY - DO NOT SIGN
Printed Name of Person Signing: Samuel Hollenbeck	Printed Name of Person Signing: Heidi Marshall
Title: President & CEO	Title: Director
Date Signed:	Date Signed:

Approved as to form:
Minh C. Tran
County Counsel

By:
Paula S. Salcido
Deputy County Counsel

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by COUNTY, for an amount not to exceed \$160,950. Said funds shall be spent according to the Budget shown below.

Budget Category	Budget Description	Total
Direct Staff	Salaries/benefits costs for employees providing services to clients (one employee)	\$50,455.44
Operations/Supportive Services	Costs of operating facilities and providing supportive services to clients	\$120,732.66
	Total	\$160,950

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

- b. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- c. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
1. Contractor Payment Request, an example of which is attached hereto as Attachment II and incorporated herein by this reference;
 2. ESG Time/Activity Report, an example of which is attached hereto as Attachment VI and incorporated herein by this reference; and
 3. The required supporting documentation set forth in Attachment II, ESG Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- d. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-through agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the SUBRECIPIENT. In total, this process can take 4-6 weeks.
- e. All ESG Program funds shall be expended October 08, 2026.
- f. SUBRECIPIENT must meet expenditure milestones as detailed in the table shown below:

Spending Milestones	
Percentage that must be expended	Milestone Deadline
20%	90 days after contract execution

50%	180 days prior to expenditure deadline
80%	60 days prior to expenditure deadline

A.3 WITHHELD PAYMENTS

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

A.4 Eligible Costs Include:

- a. **General.** Subject to the expenditure limit in [§ 576.100\(b\)](#), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters.
- b. **Essential services.** ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:
 - i. **Case management.** The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible.
 - ii. **Child care.** The costs of child care for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.
 - iii. **Employment assistance and job training.** The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential.
 - iv. **Outpatient health services.** Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals.
 - v. **Life skills training.** The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs.
 - vi. **Services for special populations.** ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under [paragraphs \(a\)\(1\)\(i\) through \(a\)\(1\)\(x\)](#) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

A.5 DISALLOWANCE

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

If it is determined that a SUBRECIPIENT falsified any certification, Request for Proposal (RFP) information, financial, or contract report, SUBRECIPIENT shall be required to reimburse the full amount of the ESG Program award to COUNTY and may be prohibited from any further

participation in the ESG Program. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

A.6 FISCAL ACCOUNTABILITY

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

A.7 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.8 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized ESG expenditures under this Grant must be submitted to HWS no later than **October 08, 2026**.

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in Standard Agreement No. 24-ESG-00031, and SUBRECIPIENT shall cooperate with COUNTY in fulfilling its obligations under Standard Agreement No. 24-ESG-00031 (Attachment VII). In addition, SUBRECIPIENT shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Be responsible for meeting the requirements included in Standard Agreement No. 24-ESG-00031 between HCD and COUNTY (Attachment VII), incorporated herein by this reference. In the event any provisions of this document conflicts with this Agreement, the order of precedence shall be as follows: (1) Standard Agreement No. 24-ESG-00031 between HCD and COUNTY, then (2) this Agreement.
- c. Ensure that all ESG Program participants comply with the regulations applicable to the ESG Program as set forth in 24 CFR Part 58, and 24 CFR Part 576. Additionally, nonprofit organizations funded by the ESG Program shall comply with the requirements of 24 CFR Part 84 as though they were SUBRECIPIENT pursuant to 24 CFR Part 84. Also, units of general local government funded by the ESG Program shall comply with the requirements of 24 CFR Part 85. In the event that any federal or state laws or regulations, including without limitation regulations by the Department of Housing and Urban Development ("HUD") add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, SUBRECIPIENT shall comply with such requirements, as amended.
- d. Participate in and accept its Participant referrals for the ESG Program from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- e. Agree to participate in the HMIS.
 1. HMIS security policies and procedures and entering required Participant data on a regular and timely basis.
 2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
 3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS 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 the COUNTY, which is located on the County of Riverside CoC website:

[https://rivcohws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%2009-10-2020%20\(1\).pdf](https://rivcohws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%2009-10-2020%20(1).pdf)

B.2 REPORTING

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

B.3 Emergency Shelter (OUTCOMES (DATA and ANALYSIS)

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

Measures	Total
# of people served	190 Persons
# of households to achieve housing stability (Note: Report should include breakdown of number of persons connected to each type of housing and services)	152 Persons
Percentage of persons exiting back into Homelessness	No more than 50%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	80%
Percentage of eligible and willing persons to maintain or increase income/employment	80%

B.4 PROJECT DETAIL

Project Component Type:	Service
Funding Costs for:	Operating Subsidies for Emergency Shelter
Population Focus:	Homeless and Individuals At-Risk of Homelessness Households

B.5 Emergency Shelter Services

SUBRECIPIENT shall:

1. Shelter

Under the awarded ESG funding, Martha's Village and Kitchen, located at 83791 Date Avenue in Indio, in Riverside County's Fourth District, will provide no-cost emergency shelter and supportive services to individuals and families experiencing homelessness. The shelter will offer safe, temporary housing, basic needs assistance, and connections to resources that promote long-term housing stability.

The following conditions are established to ensure fair and equitable access to emergency shelter service

- a. Maintain average shelter stays between 1 and 90 days. This standard follows best practices designed to promote quick exits from the shelter into long-term housing solutions for all participants. Extended stays may be provided for participants who require additional support to succeed, serving as a way to prevent returns to unsheltered homelessness. Implement low-barrier policies, including accepting individuals without a California ID and assisting them in obtaining identification documents upon admittance to the shelter. Termination policy should be clear and reserved only for extreme circumstances. 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 190 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.

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 shall maintain a case file for each shelter participant in compliance with the California ESG Emergency Shelter Policy, Client File Checklist, and all applicable U.S. Department of Housing and Urban Development (HUD) regulations, including 24 CFR § 576.102 (Emergency Shelter Component) and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). Each case file shall contain detailed and legible case notes documenting services rendered, referrals provided, and participant progress during program enrollment. Participant refusal of services shall also be clearly documented in the case file.

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. 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/>).
 - g. 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.
 - h. 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.
 - i. 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.
 - j. 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.
 - k. Participate regularly in the Continuum of Care meetings.
 - a. Notify HWS, within a reasonable amount of time, of any Critical Incidents.
 - b. 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 California's Department of Housing and Community Development (HCD) reporting requirements set forth in Standard Agreement, as well as yearly SAGE reporting.

B.6 ELIGIBILITY

SUBRECIPIENT will document that all program participants who receive emergency Shelter assistance meet the eligibility criteria of being literally homeless as defined in 24 CFR 576.2. Prioritization will be provided to individuals who are currently residing in emergency shelter to ensure turnover of beds to support existing unsheltered populations.

B.7 RE-EVALUATIONS

SUBRECIPIENTS will re-evaluate program participants' eligibility and the types and amounts of assistance the program participant needs not less than once annually for program participants receiving emergency shelter assistance. The re-evaluation must be completed within the 30 days directly before or after the participant's annual program anniversary date.

SUBRECIPIENTS must document that each re-evaluation of eligibility established that the program participant:

- a. Did not have an annual income that exceeds 30% AMI as established by HUD;
- b. Lacked sufficient resources and support networks necessary to retain housing without ESG assistance; and
- c. If a program participant is found to be ineligible for continued assistance, they must be exited from the program.

B.8 ANNUAL INCOME

SUBRECIPIENTS will use 24 CFR 5.609 to determine annual income. For each program participant who receives emergency shelter assistance longer than one year the following documentation of annual income must be maintained:

- 1) Income evaluation form containing the minimum requirements specified by HUD and completed by the SUBRECIPIENT; and
- 2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);
- 3) To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the SUBRECIPIENT's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
- 4) To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

B.9 HOUSING STABILITY CASE MANAGEMENT

- a. SUBRECIPIENT shall provide housing stability to individuals and families to ensure they transition to self-sufficiency. This includes arrangement, monitoring, and delivery of services related to the housing needs and stability of individuals.

B.10 SUPPORTIVE SERVICES

The program will build on self-sufficiency and assist clients with service plans to determine and link them to all eligible resources. All clients will have access to an array of supportive services, which includes but is not limited to:

1. Temporary housing/emergency shelter
2. 2-1-1 hotline for social services
3. Social Security benefits
4. Cal-Works and other income security programs
5. Cal-Fresh assistance
6. Low Income Energy Assistance Programs
7. Affordable housing information
8. Employment assistance and job training programs
9. Health care and mental health services
10. Services for victims of domestic violence
11. Veteran Services
12. Legal Services and credit counseling
13. High School Diploma completion or GED test preparation

B.11 USE WITH OTHER SUBSIDIES

Emergency Shelter funds will not be used with other housing subsidies, per the guideline for the ESG funding restrictions. If an applicant is receiving a different subsidy, they will be ineligible for this project. If a participant is enrolled in SUBRECIPIENT's Emergency Shelter Program, they will be ineligible to receive other subsidies.

B.12 LIMITATION ON MAXIMUM RENT LEVELS

Rent levels must be within HUD and ESG Guidelines for an appropriate rent level for the type and size of housing rental property.

B.13 DATA SHARING

This Agreement requires multi-directional sharing relationship between multiple organizations. To systematically share data, the participating agencies must jointly establish a data sharing network formalized by the execution of this Agreement that non-profit agrees to future guidelines of data sharing upon release of requirements by HMIS Committee.

B.14 COORDINATED ENTRY

The SUBRECIPIENT must participate in and accept participant referrals from the Continuum of Care and ensure the screening, assessment and referral of program participants are consistent with the written standards established and all policies and guidelines required by the Coordinated Entry System lead agency.

B.15 FILE CHECKLIST

The basis of all determinations (eligibility, assistance needed, assistance provided, rent reasonableness, etc.) must be supported by the evidence documented in the case file. SUBRECIPIENTS will maintain a participant file that will include but is not limited to the following documents:

1. Initial Evaluation
2. Proof of Eligibility-Documentation of Homelessness must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
3. Program Intake Documents including:
 - a. HMIS Release of Information
 - b. Notice of Privacy Practices
 - c. Participant grievance
 - d. Participate consent form
 - e. Release of Information if applicable
 - f. Other SUBRECIPIENT documentation
4. Case Plan that showed the program and program participant developed a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as:
 - a. The program participant's current or expected income and expenses
 - b. Other public or private assistance for which the program participant will be eligible and likely to receive; and
 - c. The relative affordability or available housing in the area
5. Lease agreement between the Owner and program participant
6. Rental assistance agreement between the owner and the SUBRECIPIENT
7. FMR calculations (requirement waived with ESG-CV2 funding)
8. Rent Reasonableness
9. Lead Paint Inspection
10. Minimum Habitability Standards

11. Case notes that reflect the program participant met with a case manager at least once per month to assist the participant in ensuring long-term housing stability.
12. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, security deposit, rental assistance, and utility payments made on behalf of the program participant, and copies of documentation of payments made to owners for rental assistance provided, and supporting documentation for these payments, including dates of occupancy by program participants in the participant file.
13. Referrals made by the program-to-program participant to obtain mainstream and other resources as needed.
14. Program Discharge/Exit paperwork

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

Martha's Village & Kitchen

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code 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 Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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

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

Date

Samuel Hollenbeck,

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

CR50-Vendor Assurance of Compliance

ATTACHMENT II
Contractor Payment Request

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 \$ ☐ Actual Payment \$
(if allowed by Contract/Grant) (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

ATTACHMENT III
ESG Supporting Documentation Instructions

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 Contractor Payment Request Form
❖	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 IV
Monthly Performance Report

		
Monthly Performance Report for the month of _____, 20____ <i>(due on or before the 10th business day after the above stated month)</i>		
Organization Name:		
Contact Person:		Position:
Email:		Phone Number:
Project Start Date:		Project End Date:
Award Amount:		Report Date:

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

Part 2: Fiscal Performance			
<i>(Please include Expense Reimbursement Claim for this month.) (Required)</i>			
Budget Categories	Contract Total	Accumulated Actual	Actual % of Goal
Leasing	\$	\$	%
Rental Assistance	\$	\$	%
Support Services	\$	\$	%
Operating Cost	\$	\$	%
HMIS	\$	\$	%
VAWA	\$	\$	%
Administrative Cost (County)	\$		
Subrecipient Total	\$	\$	%

Part 3: Challenges:
•

Part 4: Request for Training / Technical Assistance
•

Part 5: Comments / Remarks
•

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ATTACHMENT V
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	• 3.5 Ethnicity
• 3.2 Social Security Number	• 3.6 Gender
• 3.3 Date of Birth	• 3.7 Veteran Status
• 3.4 Race	• 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	• 4.5 Physical Disability
• 3.10 Project Start Date	• 4.6 Developmental Disability
• 3.11 Project Exit Date	• 4.7 Chronic Health Condition
• 3.12 Destination	• 4.8 HIV/AIDS
• 3.16 Client Location	• 4.9 Mental Health Problem
• 3.20 Housing Move-in Date	• 4.10 Substance Abuse
• 3.917 Living Situation	• 4.11 Domestic Violence
• 4.2 Income and Sources	• 4.12 Contact
• 4.3 Non-Cash Benefits	• 4.13 Date of Engagement
• 4.4 Health Insurance	• 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.

ATTACHMENT VI

Good Neighbor Community Policy

Good Neighbor Community Policy**Purpose**

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

Background

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

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

**See community guide on the next page.*

Good Neighbor Community Guide

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

ESG Time/Activity Report

HUD EMERGENCY SOLUTIONS GRANT TIME & ACTIVITY REPORT																																
AGENCY NAME - EMPLOYEE NAME																																
DATES: (dates for pay period)																																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
RAPID REHOUSING STAFF																																
Case Management																																
Housing																																
HOMELESSNESS PREVENTION STAFF																																
Case Management																																
Housing																																
EMERGENCY SHELTER STAFF																																
Case Management																																
Operations																																
OUTREACH STAFF																																
Engagement																																
Case Management																																
ADMIN STAFF																																
Administration																																
Non-Project																																
Vacation																																
Sick																																
Holiday																																
Other Paid Time Off																																
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	
Total Hours	0.00																															
Total Fringe Hours	0.00																															
Difference	0.00																															
Actual Hours - Rapid Rehousing	0.00																															
Actual Hours - Homelessness Prevention	0.00																															
Actual Hours - Emergency Shelter	0.00																															
Actual Hours - Outreach	0.00																															
Actual Hours - ADMIN	0.00																															
Non-Project Hours	0.00																															

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

Employee Signature

Date

Supervisor Signature

Date

Standard Agreement No. 24-ESG-00031

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

and

Operation Safe House, Inc.

2024 Emergency Solutions Grant

Emergency Shelter Services

HWSCoC-95255-02-10/26



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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Attachment IX – Administrative Handbook for ESG Program

This Agreement is made and entered into this _____ day of _____, 2025, by and between Operation Safe House, Inc., a California nonprofit corporation (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Application" refers to the approved application and its submissions prepared by COUNTY, which is the basis on which HCD approved the grant.
- B. "CES" refers to the Coordinated Entry System in the County of Riverside.
- C. "CoC" refers to the Riverside County Continuum of Care.
- D. "COUNTY" and/or "HWS" refers to the County of Riverside and its Housing and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- E. "ESG Program" refers to the Emergency Solutions Grants Program.
- F. "HCD" refers to the State of California Department of Housing and Community Development.
- G. "HMIS" refers to the Riverside County Homeless Management Information System.
- H. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- I. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the ESG Program.
- J. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- K. "Project" refers to rapid rehousing services for facilitating the movement of Homeless individuals through the Continuum of Care into independent Permanent Housing.
- L. "RAPID RE-HOUSING" (RRH) is a model of housing assistance that is designed to assist the homeless, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. Rapid re-housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance homeless system performance and the performance of other homeless projects. For more information about rapid re-housing see:

<https://www.hudexchange.info/sites/onecpd/assets/File/SNAPS-Weekly-Focus-Rapid-Rehousing.pdf> and

<http://www.endhomelessness.org/pages/prevention-and-rapid-re-housing>
- M. "RENTAL ASSISTANCE" refers to provision of rental assistance to provide homelessness prevention, transitional or permanent housing to eligible persons.
- N. "SUBRECIPIENT" refer to the Operation Safe House, Inc. including its employees, agents, representatives, subcontractors, and suppliers. SUBRECIPIENT, Operation Safe House, Inc., and OSH are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Contractor Request Form, Attachment III – ESG Supporting Documentation Instructions, Attachment IV – Monthly Performance Report, Attachment V – HMIS Participating Agency Agreement, Attachment VI – ESG Time/Activity Report, Attachment VII – Standard Agreement No. 24-ESG-00031, Attachment IX – Administrative Handbook for ESG Program all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement is effective October 09, 2025 (“Effective Date”) and continues in effect through October 08, 2026, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by the Expenditure Deadline as defined in Section 4 of this Agreement.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule A, “Payment Provisions.” COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified number of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT’s expenses related to this Agreement. One hundred percent (100%) of ESG funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by October 8, 2026, (“Expenditure Deadline”). Any ESG funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by October 08, 2026, shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to October 08, 2026, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination to be returned to HCD and revert to the General Fund.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

7. TERMINATION FOR CAUSE

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

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

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

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

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

(5) Withdrawal of HCD's expenditure authority.

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

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

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

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

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

(5) Require the immediate return to COUNTY of all funds derived from the use of ESG 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 ESG requirements; and,

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

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

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

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

- D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- E. The rights and remedies of COUNTY provided in this section shall be cumulative not exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full, and complete compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

- A. SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.
- C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- D. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities, or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting SUBRECIPIENT performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.
- B. SUBRECIPIENT agrees that COUNTY, HCD, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, HCD, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, HCD, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), ESG 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. ESG administrative funds may be used to fund this expense.
 - (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
 - (2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
 - (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
 - (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

12. CONFIDENTIALITY

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

pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors, or suppliers in advance of official announcement.

- B. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section 10850.
- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification, or destruction.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

- A. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions, or services.
- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice, subject to the approval of COUNTY which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.
- C. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

14. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days' written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of

insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. **WORKER'S COMPENSATION**

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

16. **VEHICLE LIABILITY**

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

17. **COMMERCIAL GENERAL LIABILITY**

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

17.1 **Sexual Abuse or Molestation (SAM) Liability:**

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

18. **INDEPENDENT CONTRACTOR**

The SUBRECIPIENT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, health benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT's employees from the compensation payable to SUBRECIPIENT under this

Agreement. There shall be no employer-employee relationship between the parties and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

19. PROFESSIONAL LIABILITY

SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SUBRECIPIENT shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

20. USE BY POLITICAL ENTITIES

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

21. LICENSES AND PERMITS

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

22. NO DEBARMENT OR SUSPENSION

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

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes, and all other matters applicable and/or related to the ESG Program, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, and the Project, including but not limited to the provisions of 42 USC 11371 – 42 USC 11378, 24 CFR Part 576, 2 CFR Part 200, and 25 CCR Section 8400 et seq. as shall be amended from time to time. In addition, SUBRECIPIENT shall comply with all applicable provisions of Standard Agreement No. 22-ESG-17005 including as set forth in Schedule B, Section B.1, and any applicable COUNTY policies and procedures, including but not limited to:

- b. County of Riverside Continuum of Care Board of Governance Charter:
chrome-extension://efaidnbmnnnibpcajpcgiclfndmkaj/https://rivcohws.org/sites/g/files/aldnop131/files/users/user1041/County-of-Riverside-CoC-HMIS-Charter-Rev-08.07.2025.pdf
- c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:
chrome-extension://efaidnbmnnnibpcajpcgiclfndmkaj/https://rivcohws.org/sites/g/files/aldnop131/files/users/user1041/County-of-Riverside-CoC-HMIS-Charter-Rev-08.07.2025.pdf

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

24. INSPECTIONS

- A. The COUNTY shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with HCD.
- B. HCD shall have the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with HCD.
- C. SUBRECIPIENT shall correct all work that is determined based on such inspections not to conform to the applicable requirements and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

25. CORE COMPONENTS OF HOUSING FIRST

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

26. EMPLOYMENT PRACTICES

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

- C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

27. CHILD SUPPORT COMPLIANCE ACT

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).
- C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

28. DRUG FREE WORKPLACE CERTIFICATION

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

- (1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).
- (2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance programs; and,

- d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

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

29. PERSONNEL

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

- (1) All staff who work full or part-time positions by title, including volunteer positions;
- (2) A brief description of the functions of each position and hours each position worked; and
- (3) The professional degree, if applicable and experience required for each position.

- B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs, or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.

- C. Background Checks

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

30. LOBBYING

- A. SUBRECIPIENT certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. SUBRECIPIENT certifies if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. SUBRECIPIENT shall require that the language of this certification be included in all contracts or subcontracts, if any, entered into in connection with this grant and that all SUBRECIPIENT's subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

31. ADVERSE GOVERNMENT ACTION

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

32. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY and HCD. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. SUBRECIPIENT shall not propose to enter into any subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or
 - (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

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

33. SUPPLANTATION

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

34. ASSIGNMENT

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

35. FORCE MAJEURE

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

36. GOVERNING LAW

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

37. DISPUTES

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

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

38. ADMINISTRATIVE/CONTRACT LIAISON

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

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

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

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

40. NOTICES

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

COUNTY:

Housing and Workforce Solutions
3403 Tenth St. Ste. 300
Riverside, CA 92501

SUBRECIPIENT:

Operation Safe House, Inc.
9685 Hayes Street
Riverside, CA 92503

41. SIGNED IN COUNTERPARTS

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

42. ELECTRONIC SIGNATURES

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

43. MODIFICATION OF TERMS

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

44. ENTIRE AGREEMENT

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

(SIGNATURES ON THE NEXT PAGE)

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

Authorized Signature for SUBRECIPIENT: FORM COPY - DO NOT SIGN	Authorized Signature for COUNTY: FORM COPY - DO NOT SIGN
Printed Name of Person Signing: Amy S. Harrison	Printed Name of Person Signing: Heidi Marshall
Title: President	Title: Director
Date Signed:	Date Signed:

Approved as to form:
Minh C. Tran
County Counsel

By: 
Paula S. Salcido
Deputy County Counsel

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by COUNTY, for an amount not to exceed \$27,000. Said funds shall be spent according to the Budget shown below.

Budget Category	Budget Description	Total
Direct Staff	Salaries/benefits costs for employees providing services to clients (one employee)	\$13,500
Operations/Supportive Services	Costs of operating facilities and providing supportive services to clients	\$13,500
	Total	\$27,000

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

- b. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- c. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
1. Contractor Payment Request, an example of which is attached hereto as Attachment II and incorporated herein by this reference;
 2. ESG Time/Activity Report, an example of which is attached hereto as Attachment VI and incorporated herein by this reference; and
 3. The required supporting documentation set forth in Attachment II, ESG Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- d. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-through agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the SUBRECIPIENT. In total, this process can take 4-6 weeks.
- e. All ESG Program funds shall be expended October 08, 2026.
- f. SUBRECIPIENT must meet expenditure milestones as detailed in the table shown below:

Spending Milestones	
Percentage that must be expended	Milestone Deadline
20%	90 days after contract execution

50%	180 days prior to expenditure deadline
80%	60 days prior to expenditure deadline

A.3 WITHHELD PAYMENTS

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

A.4 Eligible Costs Include:

- a. **General.** Subject to the expenditure limit in [§ 576.100\(b\)](#), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters.
- b. **Essential services.** ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:
 - i. **Case management.** The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible.
 - ii. **Child care.** The costs of child care for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.
 - iii. **Employment assistance and job training.** The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential.
 - iv. **Outpatient health services.** Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals.
 - v. **Life skills training.** The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs.
 - vi. **Services for special populations.** ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under [paragraphs \(a\)\(1\)\(i\) through \(a\)\(1\)\(x\)](#) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

A.5 DISALLOWANCE

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

If it is determined that a SUBRECIPIENT falsified any certification, Request for Proposal (RFP) information, financial, or contract report, SUBRECIPIENT shall be required to reimburse the full amount of the ESG Program award to COUNTY and may be prohibited from any further

participation in the ESG Program. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

A.6 FISCAL ACCOUNTABILITY

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

A.7 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.8 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized ESG expenditures under this Grant must be submitted to HWS no later than **October 08, 2026**.

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in Standard Agreement No. 24-ESG-00031, and SUBRECIPIENT shall cooperate with COUNTY in fulfilling its obligations under Standard Agreement No. 24-ESG-00031 (Attachment VII). In addition, SUBRECIPIENT shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Be responsible for meeting the requirements included in Standard Agreement No. 24-ESG-00031 between HCD and COUNTY (Attachment VII), incorporated herein by this reference. In the event any provisions of this document conflicts with this Agreement, the order of precedence shall be as follows: (1) Standard Agreement No. 24-ESG-00031 between HCD and COUNTY, then (2) this Agreement.
- c. Ensure that all ESG Program participants comply with the regulations applicable to the ESG Program as set forth in 24 CFR Part 58, and 24 CFR Part 576. Additionally, nonprofit organizations funded by the ESG Program shall comply with the requirements of 24 CFR Part 84 as though they were SUBRECIPIENT pursuant to 24 CFR Part 84. Also, units of general local government funded by the ESG Program shall comply with the requirements of 24 CFR Part 85. In the event that any federal or state laws or regulations, including without limitation regulations by the Department of Housing and Urban Development ("HUD") add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, SUBRECIPIENT shall comply with such requirements, as amended.
- d. Participate in and accept its Participant referrals for the ESG Program from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- e. Agree to participate in the HMIS.
 1. HMIS security policies and procedures and entering required Participant data on a regular and timely basis.
 2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
 3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS 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 the COUNTY, which is located on the County of Riverside CoC website:

[https://rivcohws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%2009-10-2020%20\(1\).pdf](https://rivcohws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%2009-10-2020%20(1).pdf)

B.2 REPORTING

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

B.3 EMERGENCY SHELTER (OUTCOMES (DATA and ANALYSIS)

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

Measures	Total
# of people served	10 Persons
# of households to achieve housing stability (Note: Report should include breakdown of number of persons connected to each type of housing and services)	10 Persons
Percentage of persons exiting back into Homelessness	No more than 50%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	80%
Percentage of eligible and willing persons to maintain or increase income/employment	80%

B.4 PROJECT DETAIL

Project Component Type:	Service
Funding Costs for:	Operating Subsidies for Emergency Shelter
Population Focus:	Homeless and Individuals At-Risk of Homelessness Households (Youth and Young Adults)

B.5 Emergency Shelter Services

SUBRECIPIENT shall:

A. Shelter

Under the awarded ESG funding, Operation SafeHouse, Inc. will provide no-cost emergency shelter and supportive services to youth experiencing homelessness. The shelter will offer safe, temporary housing, basic needs assistance, and connections to resources that promote long-term housing stability.

1. Maintain average shelter stays between 1 and 90 days. This standard follows best practices designed to promote quick exits from the shelter into long-term housing solutions for all participants. Extended stays may be provided for participants who

require additional support to succeed, serving as a way to prevent returns to unsheltered homelessness.

2. Implement low-barrier policies, including accepting individuals without a California ID and assisting them in obtaining identification documents upon admittance to the shelter.
3. Termination policy should be clear and reserved only for extreme circumstances

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 10 beds to the Housing Inventory Count (HIC) and respond to the HIC survey, as required.

B. 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.

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

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 shall maintain a case file for each shelter participant in compliance with the California ESG Emergency Shelter Policy, Client File Checklist, and all applicable U.S. Department of Housing and Urban Development (HUD) regulations, including 24 CFR § 576.102 (Emergency Shelter Component) and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). Each case file shall contain detailed and legible case notes documenting services rendered, referrals provided, and participant progress during program enrollment. Participant refusal of services shall also be clearly documented in the case file.

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. 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/>).
 - g. 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.
 - h. 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.
 - i. 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.
 - j. 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.
 - k. Participate regularly in the Continuum of Care meetings.
 - a. Notify HWS, within a reasonable amount of time, of any Critical Incidents.
 - b. 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 California's Department of Housing and Community Development (HCD) reporting requirements set forth in Standard Agreement, as well as yearly SAGE reporting.

B.6 ELIGIBILITY

SUBRECIPIENT will document that all program participants who receive Emergency Shelter assistance meet the eligibility criteria of being literally homeless as defined in 24 CFR 576.2. Prioritization will be provided to individuals who are currently residing in emergency shelter to ensure turnover of beds to support existing unsheltered populations.

B.7 RE-EVALUATIONS

SUBRECIPIENTS will re-evaluate program participants' eligibility and the types and amounts of assistance the program participant needs not less than once annually for program participants receiving emergency Shelter assistance. The re-evaluation must be completed within the 30 days directly before or after the participant's annual program anniversary date.

SUBRECIPIENTS must document that each re-evaluation of eligibility established that the program participant:

- a. Did not have an annual income that exceeds 30% AMI as established by HUD;
- b. Lacked sufficient resources and support networks necessary to retain housing without ESG assistance; and
- c. If a program participant is found to be ineligible for continued assistance, they must be exited from the program.

B.8 ANNUAL INCOME

SUBRECIPIENTS will use 24 CFR 5.609 to determine annual income. For each program participant who receives emergency shelter assistance longer than one year the following documentation of annual income must be maintained:

- 1) Income evaluation form containing the minimum requirements specified by HUD and completed by the SUBRECIPIENT; and
- 2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);
- 3) To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the SUBRECIPIENT's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
- 4) To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

B.9 HOUSING STABILITY CASE MANAGEMENT

- a. SUBRECIPIENT shall provide housing stability to individuals and families to ensure they transition to self-sufficiency. This includes arrangement, monitoring, and delivery of services related to the housing needs and stability of individuals.

B.10 SUPPORTIVE SERVICES

The program will build on self-sufficiency and assist clients with service plans to determine and link them to all eligible resources. All clients will have access to an array of supportive services, which includes but is not limited to:

1. Temporary housing/emergency shelter
2. 2-1-1 hotline for social services
3. Social Security benefits
4. Cal-Works and other income security programs
5. Cal-Fresh assistance
6. Low Income Energy Assistance Programs

7. Affordable housing information
8. Employment assistance and job training programs
9. Health care and mental health services
10. Services for victims of domestic violence
11. Veteran Services
12. Legal Services and credit counseling
13. High School Diploma completion or GED test preparation

B.11 USE WITH OTHER SUBSIDIES

Emergency Shelter funds will not be used with other housing subsidies, per the guideline for the ESG funding restrictions. If an applicant is receiving a different subsidy, they will be ineligible for this project. If a participant is enrolled in SUBRECIPIENT's Emergency Shelter Program, they will be ineligible to receive other subsidies.

B.12 LIMITATION ON MAXIMUM RENT LEVELS

Rent levels must be within HUD and ESG Guidelines for an appropriate rent level for the type and size of housing rental property.

B.13 DATA SHARING

This Agreement requires multi-directional sharing relationship between multiple organizations. To systematically share data, the participating agencies must jointly establish a data sharing network formalized by the execution of this Agreement that non-profit agrees to future guidelines of data sharing upon release of requirements by HMIS Committee.

B.14 COORDINATED ENTRY

The SUBRECIPIENT must participate in and accept participant referrals from the Continuum of Care and ensure the screening, assessment and referral of program participants are consistent with the written standards established and all policies and guidelines required by the Coordinated Entry System lead agency.

B.15 FILE CHECKLIST

The basis of all determinations (eligibility, assistance needed, assistance provided, rent reasonableness, etc.) must be supported by the evidence documented in the case file. SUBRECIPIENTS will maintain a participant file that will include but is not limited to the following documents:

1. Initial Evaluation
2. Proof of Eligibility-Documentation of Homelessness must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
3. Program Intake Documents including:
 - a. HMIS Release of Information
 - b. Notice of Privacy Practices
 - c. Participant grievance
 - d. Participate consent form
 - e. Release of Information if applicable
 - f. Other SUBRECIPIENT documentation
4. Case Plan that showed the program and program participant developed a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as:
 - a. The program participant's current or expected income and expenses
 - b. Other public or private assistance for which the program participant will be eligible and likely to receive; and
 - c. The relative affordability or available housing in the area
5. Lease agreement between the Owner and program participant

6. Rental assistance agreement between the owner and the SUBRECIPIENT
7. FMR calculations (requirement waived with ESG-CV2 funding)
8. Rent Reasonableness
9. Lead Paint Inspection
10. Minimum Habitability Standards
11. Case notes that reflect the program participant met with a case manager at least once per month to assist the participant in ensuring long-term housing stability.
12. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, security deposit, rental assistance, and utility payments made on behalf of the program participant, and copies of documentation of payments made to owners for rental assistance provided, and supporting documentation for these payments, including dates of occupancy by program participants in the participant file.
13. Referrals made by the program-to-program participant to obtain mainstream and other resources as needed.
14. Program Discharge/Exit paperwork

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

Operation SafeHouse, Inc.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code 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 Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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

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

Date

Amy S. Harrison,

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

CR50-Vendor Assurance of Compliance

ATTACHMENT II
Contractor Payment Request

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

ATTACHMENT III
ESG Supporting Documentation Instructions

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 Contractor Payment Request Form
❖	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 IV
Monthly Performance Report

			
Monthly Performance Report for the month of _____, 20____ <i>(due on or before the 10th business day after the above stated month)</i>			
Organization Name: _____ Contact Person: _____ Email: _____ Project Start Date: _____ Award Amount: _____	Position: _____ Phone Number: _____ Project End Date: _____ Report Date: _____		
Part 1: Program Performance <i>(Please attach support documentation such as data/reports from HMIS or comparable database for DV projects.)</i>			
Outcome Performance Measures	Contract Total	Accumulated Actual	Actual % of Goal
# of Households served through [permanent supportive housing]	10 Household		%
# of Persons served through [permanent supportive housing]	10 Persons		%
%Persons exited achieved housing stability	Minimum 90%		%
%Persons exited back into homelessness	Maximum 10%		%
Mainstream benefit attainment	Minimum 80%		%
Increase in income/employment	Minimum 30%		%
Part 2: Fiscal Performance <i>(Please include Expense Reimbursement Claim for this month.) (Required)</i>			
Budget Categories	Contract Total	Accumulated Actual	Actual % of Goal
Leasing	\$	\$	%
Rental Assistance	\$	\$	%
Support Services	\$	\$	%
Operating Cost	\$	\$	%
HMIS	\$	\$	%
VAWA	\$	\$	%
Administrative Cost (County)	\$		
Subrecipient Total	\$	\$	%
Part 3: Challenges:			
•			
Part 4: Request for Training / Technical Assistance			
•			
Part 5: Comments / Remarks			
•			
Page 1			

ATTACHMENT V
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	• 3.5 Ethnicity
• 3.2 Social Security Number	• 3.6 Gender
• 3.3 Date of Birth	• 3.7 Veteran Status
• 3.4 Race	• 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	• 4.5 Physical Disability
• 3.10 Project Start Date	• 4.6 Developmental Disability
• 3.11 Project Exit Date	• 4.7 Chronic Health Condition
• 3.12 Destination	• 4.8 HIV/AIDS
• 3.16 Client Location	• 4.9 Mental Health Problem
• 3.20 Housing Move-in Date	• 4.10 Substance Abuse
• 3.917 Living Situation	• 4.11 Domestic Violence
• 4.2 Income and Sources	• 4.12 Contact
• 4.3 Non-Cash Benefits	• 4.13 Date of Engagement
• 4.4 Health Insurance	• 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.

ATTACHMENT VI

Good Neighbor Community Policy

Good Neighbor Community Policy**Purpose**

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

Background

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

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

**See community guide on the next page.*

Good Neighbor Community Guide

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

ESG Time/Activity Report

HUD EMERGENCY SOLUTIONS GRANT TIME & ACTIVITY REPORT																																
AGENCY NAME - EMPLOYEE NAME																																
DATES: (dates for pay period)																																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
RAPID REHOUSING STAFF																																
Case Management																																0.00
Housing																																0.00
Total Rapid Rehousing																																0.00
HOMELESSNESS PREVENTION STAFF																																
Case Management																																0.00
Housing																																0.00
Total Homelessness Prevention																																0.00
EMERGENCY SHELTER STAFF																																
Case Management																																0.00
Operations																																0.00
Total Emergency Shelter																																0.00
OUTREACH STAFF																																
Engagement																																0.00
Case Management																																0.00
Total Outreach																																0.00
ADMIN STAFF																																
Administration																																0.00
Total ADMIN																																0.00
Non-Project																																0.00
Total Non-Project																																0.00
Vacation																																0.00
Sick																																0.00
Holiday																																0.00
Other Paid Time Off																																0.00
Total Fringe																																0.00
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
I certify that this is a true and accurate report of my time and the activities were performed as shown.																																
Total Hours	0.00																															
Total Fringe Hours	0.00																															
Difference	0.00																															
Actual Hours - Rapid Rehousing	0.00																															
Actual Hours - Homelessness Prevention	0.00																															
Actual Hours - Emergency Shelter	0.00																															
Actual Hours - Outreach	0.00																															
Actual Hours - ADMIN	0.00																															
Non-Project Hours	0.00																															
Employee Signature																																
Date																																
Supervisor Signature																																
Date																																

Standard Agreement No. 24-ESG-00031

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

and

Thessalonika Family Services dba Mission Hope

2024 Emergency Solutions Grant

Rapid Rehousing Services

HWSCoC-95255-003-10/26



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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List of Schedules

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Schedule B – Scope of Services

List of Attachments

Attachment I – Assurance of Compliance

Attachment II – Contractor Payment Request

Attachment III – ESG Supporting Documentation Instructions

Attachment IV – Monthly Performance Report

Attachment V – HMIS Participating Agency Agreement

Attachment VI – Good Neighbor Policy

Attachment VII – ESG Time/Activity Report

Attachment VIII - Standard Agreement No. 24-ESG-00031

Attachment IX – Administrative Handbook for ESG Program

This Agreement is made and entered into this _____ day of _____, 2025, by and between Thessalonika Family Service dba Mission Hope, a California nonprofit corporation (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Application" refers to the approved application and its submissions prepared by COUNTY, which is the basis on which HCD approved the grant.
- B. "CES" refers to the Coordinated Entry System in the County of Riverside.
- C. "CoC" refers to the Riverside County Continuum of Care.
- D. "COUNTY" and/or "HWS" refers to the County of Riverside and its Housing and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- E. "ESG Program" refers to the Emergency Solutions Grants Program.
- F. "HCD" refers to the State of California Department of Housing and Community Development.
- G. "HMIS" refers to the Riverside County Homeless Management Information System.
- H. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- I. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the ESG Program.
- J. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- K. "Project" refers to rapid rehousing services for facilitating the movement of Homeless individuals through the Continuum of Care into independent Permanent Housing.
- L. "RAPID RE-HOUSING" (RRH) is a model of housing assistance that is designed to assist the homeless, with or without disabilities, move as quickly as possible into permanent housing and achieve stability in that housing. Rapid re-housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance homeless system performance and the performance of other homeless projects. For more information about rapid re-housing see:

<https://www.hudexchange.info/sites/onecpd/assets/File/SNAPS-Weekly-Focus-Rapid-Rehousing.pdf> and

<http://www.endhomelessness.org/pages/prevention-and-rapid-re-housing>
- M. "RENTAL ASSISTANCE" refers to provision of rental assistance to provide homelessness prevention, transitional or permanent housing to eligible persons.
- N. "SUBRECIPIENT" refer to the Thessalonika Family Service dba Mission Hope including its employees, agents, representatives, subcontractors, and suppliers. SUBRECIPIENT, Subrecipient, and Mission Hope) are used interchangeably in this Agreement.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Contractor Request Form, Attachment III – ESG Supporting Documentation Instructions, Attachment IV – Monthly Performance Report, Attachment V – HMIS Participating Agency Agreement, Attachment VI – ESG Time/Activity Report, Attachment VII – Standard Agreement No. 24-ESG-00031, Attachment IX – Administrative Handbook for ESG Grants all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement is effective October 09, 2025 (“Effective Date”) and continues in effect through October 08, 2026, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and SUBRECIPIENT agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by the Expenditure Deadline as defined in Section 4 of this Agreement.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule A, “Payment Provisions.” COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified number of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT’s expenses related to this Agreement. One hundred percent (100%) of ESG funds allocated to SUBRECIPIENT, pursuant to this Agreement, shall be Expended by October 8, 2026 (“Expenditure Deadline”). Any ESG funds paid to SUBRECIPIENT, but not Expended pursuant to this Agreement by October 08, 2026, shall be returned to COUNTY within five (5) business days. In the event this Agreement is terminated prior to October 08, 2026, any funds paid to SUBRECIPIENT, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination to be returned to HCD and revert to the General Fund.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

7. TERMINATION FOR CAUSE

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

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

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

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

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

(5) Withdrawal of HCD's expenditure authority.

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

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

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

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

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

(5) Require the immediate return to COUNTY of all funds derived from the use of ESG 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 ESG requirements; and,

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

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

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

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

- D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- E. The rights and remedies of COUNTY provided in this section shall be cumulative not exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. Any waiver by COUNTY of any breach of any provision of the terms and conditions herein shall not be deemed, for any purpose, to be a waiver of any subsequent or other breach of the same or any other term of this Agreement. Failure of COUNTY to require exact, full, and complete compliance with any term of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

- A. SUBRECIPIENT covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with SUBRECIPIENT's performance under this Agreement. SUBRECIPIENT further covenants that no person or subcontractor having any such interest shall be employed or retained by SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees to inform the COUNTY of all SUBRECIPIENT's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. SUBRECIPIENT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom SUBRECIPIENT is doing business or proposing to do business, in fulfilling this Agreement.
- C. SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- D. SUBRECIPIENT and its employees shall comply with all applicable provisions of federal and state laws pertaining to conflict of interests, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq., Government Code section 1090, and Public Contract Code sections 10410 and 10411.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities, or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting SUBRECIPIENT performance through any combination of on-site visits, inspections, evaluations, and SUBRECIPIENT self-monitoring. SUBRECIPIENT shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. SUBRECIPIENT shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate SUBRECIPIENT's performance at any time, upon reasonable notice to the SUBRECIPIENT.
- B. SUBRECIPIENT agrees that COUNTY, HCD, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to provide COUNTY, HCD, or their designees, with any relevant information requested. SUBRECIPIENT agrees to permit COUNTY, HCD, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), ESG 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. ESG administrative funds may be used to fund this expense.
 - (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
 - (2) The SUBRECIPIENT shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
 - (3) The SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.
 - (4) If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

12. CONFIDENTIALITY

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

pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors, or suppliers in advance of official announcement.

- B. SUBRECIPIENT shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. SUBRECIPIENT shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. SUBRECIPIENT shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. SUBRECIPIENT shall not use such information for any purpose other than carrying out SUBRECIPIENT's obligations under this Agreement. SUBRECIPIENT shall comply with Welfare and Institutions Code Section 10850.
- C. SUBRECIPIENT shall take special precautions, including but not limited to, sufficient training of SUBRECIPIENT's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification, or destruction.
- D. SUBRECIPIENT shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HOLD HARMLESS/INDEMNIFICATION

- A. SUBRECIPIENT shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of SUBRECIPIENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. SUBRECIPIENT shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions, or services.
- B. With respect to any action or claim subject to indemnification herein by SUBRECIPIENT, SUBRECIPIENT shall, at their sole cost, have the right to use counsel of their own choice, subject to the approval of COUNTY which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SUBRECIPIENT indemnification to Indemnitees as set forth herein.
- C. SUBRECIPIENT's obligation hereunder shall be satisfied when SUBRECIPIENT has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

14. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, SUBRECIPIENT's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days' written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. SUBRECIPIENT shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- E. It is understood and agreed to by the parties hereto that SUBRECIPIENT's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of

insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.

- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. **WORKER'S COMPENSATION**

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

16. **VEHICLE LIABILITY**

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

17. **COMMERCIAL GENERAL LIABILITY**

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

17.1 Sexual Abuse or Molestation (SAM) Liability:

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

18. **INDEPENDENT CONTRACTOR**

The SUBRECIPIENT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the SUBRECIPIENT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, health benefits, and injury leave or other leave benefits. COUNTY shall not be required to make any deductions for SUBRECIPIENT's employees from the compensation payable to SUBRECIPIENT under this

Agreement. There shall be no employer-employee relationship between the parties and SUBRECIPIENT shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

19. PROFESSIONAL LIABILITY

SUBRECIPIENT shall maintain Professional Liability Insurance providing coverage for the SUBRECIPIENT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If SUBRECIPIENT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and SUBRECIPIENT shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that SUBRECIPIENT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

20. USE BY POLITICAL ENTITIES

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

21. LICENSES AND PERMITS

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

22. NO DEBARMENT OR SUSPENSION

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

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes, and all other matters applicable and/or related to the ESG Program, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT's subcontractors, and the Project, including but not limited to the provisions of 42 USC 11371 – 42 USC 11378, 24 CFR Part 576, 2 CFR Part 200, and 25 CCR Section 8400 et seq. as shall be amended from time to time. In addition, SUBRECIPIENT shall comply with all applicable provisions of Standard Agreement No. 22-ESG-17005 including as set forth in Schedule B, Section B.1, and any applicable COUNTY policies and procedures, including but not limited to:

- b. County of Riverside Continuum of Care Board of Governance Charter:
chrome-extension://efaidnbmnnnibpcajpcgiclfndmkaj/https://rivcohws.org/sites/g/files/aldnop131/files/users/user1041/County-of-Riverside-CoC-HMIS-Charter-Rev-08.07.2025.pdf
- c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter:
chrome-extension://efaidnbmnnnibpcajpcgiclfndmkaj/https://rivcohws.org/sites/g/files/aldnop131/files/users/user1041/County-of-Riverside-CoC-HMIS-Charter-Rev-08.07.2025.pdf

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

24. INSPECTIONS

- A. The COUNTY shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with HCD.
- B. HCD shall have the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and the COUNTY's agreement with HCD.
- C. SUBRECIPIENT shall correct all work that is determined based on such inspections not to conform to the applicable requirements and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.

25. CORE COMPONENTS OF HOUSING FIRST

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

26. EMPLOYMENT PRACTICES

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

- C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
- D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

27. CHILD SUPPORT COMPLIANCE ACT

- A. The SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department (EDD).
- C. In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The SUBRECIPIENT agrees to furnish the required data and certifications to the COUNTY within ten (10) days when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the SUBRECIPIENT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of this Agreement. If SUBRECIPIENT has any questions concerning this reporting requirement, please call (916) 657-0529. SUBRECIPIENT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

28. DRUG FREE WORKPLACE CERTIFICATION

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

- (1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).
- (2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance programs; and,

- d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

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

29. PERSONNEL

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

- (1) All staff who work full or part-time positions by title, including volunteer positions;
- (2) A brief description of the functions of each position and hours each position worked; and
- (3) The professional degree, if applicable and experience required for each position.

- B. COUNTY has the sole discretion to approve or not approve any person on the SUBRECIPIENT's list that has been convicted of any crimes involving sex, drugs, or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Participants. COUNTY shall notify SUBRECIPIENT in writing of any person not approved, but to protect Participant confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, SUBRECIPIENT shall immediately remove that person from providing services under this Agreement.

- C. Background Checks

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

30. LOBBYING

- A. SUBRECIPIENT certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. SUBRECIPIENT certifies if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. SUBRECIPIENT shall require that the language of this certification be included in all contracts or subcontracts, if any, entered into in connection with this grant and that all SUBRECIPIENT's subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

31. ADVERSE GOVERNMENT ACTION

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

32. SUBCONTRACTS

- A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY and HCD. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. SUBRECIPIENT shall not propose to enter into any subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; or
 - (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- C. SUBRECIPIENT shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
- D. SUBRECIPIENT shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

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

33. SUPPLANTATION

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

34. ASSIGNMENT

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

35. FORCE MAJEURE

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

36. GOVERNING LAW

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

37. DISPUTES

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

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

38. ADMINISTRATIVE/CONTRACT LIAISON

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

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

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

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

40. NOTICES

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

COUNTY:

Housing and Workforce Solutions
3403 Tenth St. Ste. 300
Riverside, CA 92501

SUBRECIPIENT:

Thessalonika Family Service dba Mission Hope 38950 Mesa Road
Temecula, CA 92592

41. SIGNED IN COUNTERPARTS

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

42. ELECTRONIC SIGNATURES

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

43. MODIFICATION OF TERMS

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

44. ENTIRE AGREEMENT

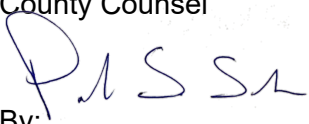
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

(SIGNATURES ON THE NEXT PAGE)

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

Authorized Signature for SUBRECIPIENT: FORM COPY - DO NOT SIGN	Authorized Signature for COUNTY: FORM COPY - DO NOT SIGN
Printed Name of Person Signing: Heather Sanford	Printed Name of Person Signing: Heidi Marshall
Title: Chief Executive Officer	Title: Director
Date Signed:	Date Signed:

Approved as to form:
Minh C. Tran
County Counsel


By:
Paula S. Salcido
Deputy County Counsel

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by COUNTY, for an amount not to exceed \$153,429. Said funds shall be spent according to the Budget shown below.

Budget Category	Budget Description	Total
Direct Staff	Salaries/benefits costs for employees providing services to clients (one employee)	\$60,000
Indirect Staff	Salaries/benefits costs for employees providing services to clients	\$7,500
Rental Assistance	Costs of operating facilities and providing supportive services to clients	\$85,929
	Total	\$153,429

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

- b. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- c. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
1. Contractor Payment Request, an example of which is attached hereto as Attachment II and incorporated herein by this reference;
 2. ESG Time/Activity Report, an example of which is attached hereto as Attachment VI and incorporated herein by this reference; and
 3. The required supporting documentation set forth in Attachment II, ESG Supporting Documentation Instructions, attached hereto and incorporated herein by this reference. If the required supporting documentation is not provided, COUNTY may delay payment until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement.
- d. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. COUNTY is the pass-through agency for these funds. Once a claim is reviewed and approved, COUNTY shall submit a Request for Funds to the State. When the requested funds are received from the State, COUNTY shall remit payment to the SUBRECIPIENT. In total, this process can take 4-6 weeks.
- e. All ESG Program funds shall be expended October 08, 2026.
- f. SUBRECIPIENT must meet expenditure milestones as detailed in the table shown below:

Spending Milestones	
Percentage that must be expended	Milestone Deadline
20%	90 days after contract execution
50%	180 days prior to expenditure deadline
80%	60 days prior to expenditure deadline

A.3

WITHHELD PAYMENTS

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

A.4

Eligible Costs Include:

- a. **General.** Subject to the expenditure limit in [§ 576.100\(b\)](#), ESG funds may be used for costs of providing essential services to homeless families and individuals in rapid rehousing.
- b. **Essential services.** ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:
 - i. **Case management.** The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible.
 - ii. **Child care.** The costs of child care for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.
 - iii. **Employment assistance and job training.** The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential.
 - iv. **Outpatient health services.** Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals.
 - v. **Life skills training.** The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs.
 - vi. **Services for special populations.** ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under [paragraphs \(a\)\(1\)\(i\) through \(a\)\(1\)\(x\)](#) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

A.5

DISALLOWANCE

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

If it is determined that a SUBRECIPIENT falsified any certification, Request for Proposal (RFP) information, financial, or contract report, SUBRECIPIENT shall be required to reimburse the full

amount of the ESG Program award to COUNTY and may be prohibited from any further participation in the ESG Program. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

A.6 FISCAL ACCOUNTABILITY

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

A.7 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.8 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized ESG expenditures under this Grant must be submitted to HWS no later than **October 08, 2026**.

B.1 GENERAL REQUIREMENTS

SUBRECIPIENT shall adhere to all applicable provisions outlined in Standard Agreement No. 24-ESG-00031, and SUBRECIPIENT shall cooperate with COUNTY in fulfilling its obligations under Standard Agreement No. 24-ESG-00031 (Attachment VII). In addition, SUBRECIPIENT shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Be responsible for meeting the requirements included in Standard Agreement No. 24-ESG-00031 between HCD and COUNTY (Attachment VII), incorporated herein by this reference. In the event any provisions of this document conflicts with this Agreement, the order of precedence shall be as follows: (1) Standard Agreement No. 24-ESG-00031 between HCD and COUNTY, then (2) this Agreement.
- c. Ensure that all ESG Program participants comply with the regulations applicable to the ESG Program as set forth in 24 CFR Part 58, and 24 CFR Part 576. Additionally, nonprofit organizations funded by the ESG Program shall comply with the requirements of 24 CFR Part 84 as though they were SUBRECIPIENT pursuant to 24 CFR Part 84. Also, units of general local government funded by the ESG Program shall comply with the requirements of 24 CFR Part 85. In the event that any federal or state laws or regulations, including without limitation regulations by the Department of Housing and Urban Development ("HUD") add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, SUBRECIPIENT shall comply with such requirements, as amended.
- d. Participate in and accept its Participant referrals for the ESG Program from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- e. Agree to participate in the HMIS.
 1. HMIS security policies and procedures and entering required Participant data on a regular and timely basis.
 2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
 3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS 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 the COUNTY, which is located on the County of Riverside CoC website:

[https://rivcohws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%2009-10-2020%20\(1\).pdf](https://rivcohws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/County%20of%20Riverside%20CoC%20HMIS%20Participating%20Agency%20Agreement%20%20Revised%2009-10-2020%20(1).pdf)

B.2 REPORTING

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

B.3 RAPID REHOUSING (OUTCOMES (DATA and ANALYSIS)

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

Measures	Total
# of people served	09 Households
# of people served	09 Persons
# of households to achieve housing stability (Note: Report should include breakdown of number of persons connected to each type of housing and services)	06 Households
# of persons to achieve housing stability (Note: Report should include breakdown of number of persons connected to each type of housing and services)	06 Persons
Percentage of persons exiting back into Homelessness	No more than 20%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	80%
Percentage of eligible and willing persons to maintain or increase income/employment	80%

B.4 PROJECT DETAIL

Project Component Type:	Service
Funding Costs for:	Rapid Re-Housing
Population Focus:	Homeless Individuals and Individuals At-Risk of Homelessness

B.5 RAPID REHOUSING

SUBRECIPIENT shall:

Provide services to a minimum of 09 households to assist individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. This project must adhere to the Housing First Model to establish short-

term (up to 3 months) or medium-term (up to 6 months) of rental assistance and meet all State requirements specific in Health and Safety Code (HSC § 50219(c)(1-8) in all Supervisory Districts of Riverside County. Rapid Rehousing activities must meet all HUD requirements specified in 24 CFR 576.104

- a. Complete an Individualized Intake and Housing Assessment for each household served to collect information to identify and address barriers to housing stability. The Housing Plan will be utilized to facilitate the provision of housing stabilization services and financial assistance. Services include, but are not limited to:
 1. Security deposits (not to exceed 2 months) and holding fees
 2. Standard utility deposits
 3. Housing search and placement
 4. Housing stability
 5. Tenant-based rental assistance
- b. Coordinate with Street Outreach Team(s) to contact and engage the most vulnerable individuals living on the streets, in cars, or other vehicles, in sheds, abandoned buildings and other places not meant for human habitation and with emergency shelters to facilitate direct placements into permanent housing.
- c. Assist with targeted outreach/resource events to assist individuals with completing intake forms, housing assessment tools, rental agreements, and other housing related applications.
- d. Establish and ensure a direct connection with existing rapid rehousing teams to promote coordination across all teams and ensure services are planned, strategic, and organized.
- e. Provide wraparound case management service not to exceed a 1:15 ratio to allow for optimal level of supports to successfully place and stabilize households into permanent housing. The case manager will:
 1. Meet with the individual at least three times per month for the first three months, then at a minimum of once per month for a total of 12 months.
 2. Develop an Individualized Housing Plan (IHP) with the household and utilize information from the intake assessment to ensure appropriate housing placement.
 3. Begin day one and continue through aftercare/follow-up services to ensure that employment and strengths are sustained long-term.
 4. Reevaluate individuals, at a minimum of once quarterly, to ensure that individual has sufficient resources and support networks in place to retain housing and to determine the appropriate type and level of assistance that the individual needs to retain housing.

B.6 ELIGIBILITY

SUBRECIPIENT will document that all program participants who receive rapid re-housing assistance meet the eligibility criteria of being literally homeless as defined in 24 CFR 576.2. Prioritization will be provided to individuals who are currently residing in emergency shelter to ensure turnover of beds to support existing unsheltered populations.

B.7 RE-EVALUATIONS

SUBRECIPIENTS will re-evaluate program participants' eligibility and the types and amounts of assistance the program participant needs not less than once annually for program participants receiving rapid re-housing assistance. The re-evaluation must be completed within the 30 days directly before or after the participant's annual program anniversary date.

SUBRECIPIENTS must document that each re-evaluation of eligibility established that the program participant:

- a. Did not have an annual income that exceeds 30% AMI as established by HUD;
- b. Lacked sufficient resources and support networks necessary to retain housing without ESG assistance; and
- c. If a program participant is found to be ineligible for continued assistance, they must be exited from the program.

B.8 ANNUAL INCOME

SUBRECIPIENTS will use 24 CFR 5.609 to determine annual income. For each program participant who receives rapid re-housing assistance longer than one year the following documentation of annual income must be maintained:

- 1) Income evaluation form containing the minimum requirements specified by HUD and completed by the SUBRECIPIENT; and
- 2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);
- 3) To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the SUBRECIPIENT's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
- 4) To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

B.9 HOUSING STABILITY CASE MANAGEMENT

- a. SUBRECIPIENT shall provide housing stability to individuals and families to ensure they transition to self-sufficiency. This includes arrangement, monitoring, and delivery of services related to the housing needs and stability of individuals.

B.10 SUPPORTIVE SERVICES

The program will build on self-sufficiency and assist clients with service plans to determine and link them to all eligible resources. All clients will have access to an array of supportive services, which includes but is not limited to:

1. Temporary housing/rapid rehousing
2. 2-1-1 hotline for social services
3. Social Security benefits
4. Cal-Works and other income security programs
5. Cal-Fresh assistance
6. Low Income Energy Assistance Programs
7. Affordable housing information
8. Employment assistance and job training programs
9. Health care and mental health services
10. Services for victims of domestic violence
11. Veteran Services
12. Legal Services and credit counseling
13. High School Diploma completion or GED test preparation

B.11 USE WITH OTHER SUBSIDIES

Rapid rehousing funds will not be used with other housing subsidies, per the guideline for the ESG funding restrictions. If an applicant is receiving a different subsidy, they will be ineligible for this project. If a participant is enrolled in SUBRECIPIENT's Rapid Rehousing Program, they will be ineligible to receive other subsidies.

B.12 LIMITATION ON MAXIMUM RENT LEVELS

Rent levels must be within HUD and ESG Guidelines for an appropriate rent level for the type and size of housing rental property.

B.13 DATA SHARING

This Agreement requires multi-directional sharing relationship between multiple organizations. To systematically share data, the participating agencies must jointly establish a data sharing network formalized by the execution of this Agreement that non-profit agrees to future guidelines of data sharing upon release of requirements by HMIS Committee.

B.14 COORDINATED ENTRY

The SUBRECIPIENT must participate in and accept participant referrals from the Continuum of Care and ensure the screening, assessment and referral of program participants are consistent with the written standards established and all policies and guidelines required by the Coordinated Entry System lead agency.

B.15 FILE CHECKLIST

The basis of all determinations (eligibility, assistance needed, assistance provided, rent reasonableness, etc.) must be supported by the evidence documented in the case file. SUBRECIPIENTS will maintain a participant file that will include but is not limited to the following documents:

1. Initial Evaluation
2. Proof of Eligibility-Documentation of Homelessness must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
3. Program Intake Documents including:
 - a. HMIS Release of Information
 - b. Notice of Privacy Practices
 - c. Participant grievance
 - d. Participate consent form
 - e. Release of Information if applicable
 - f. Other SUBRECIPIENT documentation
4. Case Plan that showed the program and program participant developed a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as:
 - a. The program participant's current or expected income and expenses
 - b. Other public or private assistance for which the program participant will be eligible and likely to receive; and
 - c. The relative affordability or available housing in the area
5. Lease agreement between the Owner and program participant
6. Rental assistance agreement between the owner and the SUBRECIPIENT
7. FMR calculations (requirement waived with ESG-CV2 funding)
8. Rent Reasonableness
9. Lead Paint Inspection
10. Minimum Habitability Standards

11. Case notes that reflect the program participant met with a case manager at least once per month to assist the participant in ensuring long-term housing stability.
12. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, security deposit, rental assistance, and utility payments made on behalf of the program participant, and copies of documentation of payments made to owners for rental assistance provided, and supporting documentation for these payments, including dates of occupancy by program participants in the participant file.
13. Referrals made by the program-to-program participant to obtain mainstream and other resources as needed.
14. Program Discharge/Exit paperwork

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

Thessalonika Family Services dba Mission Hope

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code 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 Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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

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

Date

Heather Sanford

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

CR50-Vendor Assurance of Compliance

ATTACHMENT II
Contractor Payment Request

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 \$ ☐ Actual Payment \$
 (if allowed by Contract/Grant) (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

ATTACHMENT III
ESG Supporting Documentation Instructions

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 Contractor Payment Request Form
❖	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 IV
Monthly Performance Report

		
Monthly Performance Report for the month of _____, 20____ <i>(due on or before the 10th business day after the above stated month)</i>		
Organization Name:		
Contact Person:		Position:
Email:		Phone Number:
Project Start Date:		Project End Date:
Award Amount:		Report Date:

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

Part 2: Fiscal Performance			
<i>(Please include Expense Reimbursement Claim for this month.) (Required)</i>			
Budget Categories	Contract Total	Accumulated Actual	Actual % of Goal
Leasing	\$	\$	%
Rental Assistance	\$	\$	%
Support Services	\$	\$	%
Operating Cost	\$	\$	%
HMIS	\$	\$	%
VAWA	\$	\$	%
Administrative Cost (County)	\$		
Subrecipient Total	\$	\$	%

Part 3: Challenges:
•

Part 4: Request for Training / Technical Assistance
•

Part 5: Comments / Remarks
•

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ATTACHMENT V
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	• 3.5 Ethnicity
• 3.2 Social Security Number	• 3.6 Gender
• 3.3 Date of Birth	• 3.7 Veteran Status
• 3.4 Race	• 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	• 4.5 Physical Disability
• 3.10 Project Start Date	• 4.6 Developmental Disability
• 3.11 Project Exit Date	• 4.7 Chronic Health Condition
• 3.12 Destination	• 4.8 HIV/AIDS
• 3.16 Client Location	• 4.9 Mental Health Problem
• 3.20 Housing Move-in Date	• 4.10 Substance Abuse
• 3.917 Living Situation	• 4.11 Domestic Violence
• 4.2 Income and Sources	• 4.12 Contact
• 4.3 Non-Cash Benefits	• 4.13 Date of Engagement
• 4.4 Health Insurance	• 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.

ATTACHMENT VI

Good Neighbor Community Policy

Good Neighbor Community Policy**Purpose**

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

Background

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

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

**See community guide on the next page.*

Good Neighbor Community Guide

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

ESG Time/Activity Report

HUD EMERGENCY SOLUTIONS GRANT TIME & ACTIVITY REPORT																																
AGENCY NAME - EMPLOYEE NAME																																
DATES: (dates for pay period)																																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
RAPID REHOUSING STAFF																																
Case Management																																0.00
Housing																																0.00
Total Rapid Rehousing																																0.00
HOMELESSNESS PREVENTION STAFF																																
Case Management																																0.00
Housing																																0.00
Total Homelessness Prevention																																0.00
EMERGENCY SHELTER STAFF																																
Case Management																																0.00
Operations																																0.00
Total Emergency Shelter																																0.00
OUTREACH STAFF																																
Engagement																																0.00
Case Management																																0.00
Total Outreach																																0.00
ADMIN STAFF																																
Administration																																0.00
Total ADMIN																																0.00
Non-Project																																0.00
Total Non-Project																																0.00
Vacation																																0.00
Sick																																0.00
Holiday																																0.00
Other Paid Time Off																																0.00
Total Fringe																																0.00
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

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

Total Hours 0.00	
Total Fringe Hours 0.00	
Difference 0.00	
Actual Hours - Rapid Rehousing 0.00	Employee Signature
Actual Hours - Homelessness Prevention 0.00	Date
Actual Hours - Emergency Shelter 0.00	
Actual Hours - Outreach 0.00	Supervisor Signature
Actual Hours - ADMIN 0.00	Date
Non-Project Hours 0.00	

Standard Agreement No. 24-ESG-00031

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-ESG-00031

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

5 years from the date of Standard Agreement execution.

3. The maximum amount of this Agreement is:

\$383,572.00

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	11
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C *	General Terms and Conditions	GTC - 02/2025
Exhibit D	ESG Program Terms and Conditions	30
Exhibit E	Project Specific Provisions and Special Terms and Conditions	4

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

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

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

CONTRACTOR

FORM APPROVED COUNTY COUNSEL

BY: PAULA S. SALCIDO 7-11-2025
DATE

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

County of Riverside

CONTRACTOR BUSINESS ADDRESS

3403 Tenth Street, Suite 300

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Heidi Marshall

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

7/21/2025

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Diana Malimon

TITLE

Contract Office Manager, Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

07/24/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per: SCM Vol. 1, 4.04.3 (DGS Memo dated 6/12/1981)

EXHIBIT A**AUTHORITY, PURPOSE AND SCOPE OF WORK****1. Authority & Purpose**

This Standard Agreement (hereinafter "Agreement") will provide official notification of the reservation of funds under the State of California's (the "State") reservation of funds under the State of California's administration of the federal Emergency Solutions Grants Program Allocation (hereinafter, "ESG " or the "Program") by the Department of Housing and Community Development (hereinafter the "Department" or "HCD") pursuant to the provisions of 42 U.S.C. 11371 – 42 U.S.C. 11378, ("Federal Statutes"), the Catalog of Federal Domestic Assistance Number 14.231, 24 C.F.R. Part 576, ("Federal Regulations"), California Health and Safety Code sections 50899.1 – 50899.8, and the ESG 2024 ESG Program Final Guidelines (the "Guidelines") effective December 10, 2024, all of which may be amended from time to time.

ESG provides funds for a variety of activities to address homelessness as authorized under the federal Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and State program requirements. The Department administers the ESG program with funding received from the U.S. Department of Housing and Urban Development (HUD).

The ESG program provides grant funding to:

- (1) engage homeless individuals and families living on the street,
- (2) rapidly re-house homeless individuals and families,
- (3) help operate and provide essential services in emergency shelters for homeless individuals and families, and
- (4) prevent individuals and families from becoming homeless. This contract specifically provides funding for specific program activities described in Exhibit D.

The Department receives ESG funds from HUD and then the Department (as Grantor), via this Agreement, is making a grant of specific ESG funds to a grantee, who is also known as the Contractor. In accepting this reservation of funds, the "Contractor" as defined in the Guidelines, agrees to comply with the terms and conditions of this Agreement, as it relates to the ESG Notice of Funding Availability (NOFA) under which the Contractor applied, the representations contained in the Contractor's Application (hereinafter, "Application"), for the ESG funding allocations, and the requirements of the authorities cited above. Any and all changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from

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the Department.

For purposes of this agreement Contractor is the Contractor identified in the STD 213 and which is further defined in the Guidelines definitions section.

2. Scope of Work

- A. Contractor shall perform the Scope of Work ("Work") required as described in this Agreement and in the Application, which is on file electronically with the Department and which is incorporated herein by reference. Contractor shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibit E of this Agreement. All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Contractor to modify any or all parts of the Application in order to comply with ESG requirements. The Department reserves the right to monitor all Work to be performed by the Contractor and service providers in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.
- B. Contractor shall perform the Work, only in the areas as identified, and in accordance with the approved Application and as required by Federal ESG requirements at 24 C.F.R. Part 576 and the Guidelines. Contractor's selected homeless service providers shall provide services in the areas identified in the Application/award recommendation form submitted to the Department. Services shall be provided by the Contractor and the Contractor's funded service providers for at least the term of the ESG grant. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit E. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

- 3. **Allocation of funds pursuant to Guidelines, Article II** This Agreement is effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date"). In addition, no Program funds shall be incurred until any required environmental review process has been completed, as required under 24 C.F.R. Part 58. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit E.

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- A. Contractor must obligate all funds within 120 days from the date of the award notification letter for funding. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general-purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the service providers are subject to obligate the funds within one hundred and twenty (120) days from the date of the award notification letter received by the general-purpose local government.
- B. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG funds within 120 days from the date the Department made grant funds available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification.
- C. Contractor and its service providers agree that the Work shall be completed by the expenditure date specified in Exhibit A and that the Work will be provided for the full term of this Agreement.

4. Term of Agreement and Deadlines

- A. This Agreement will expire on the date ("Expiration Date") described in Exhibit E.
- B. All Program funds shall be expended by the dates ("Expenditure Milestones") described in Exhibit E
- C. All final Request for Funds (RFF) shall be submitted to the Department within 30 days after the expenditure deadline.
- D. Reimbursements will not be made after this Agreement expires.
- E. The first funds request must be submitted within 120 days from the execution date of this Agreement. Contractors must submit a request for funds no less than once per quarter. Funds not drawn in a timely manner may be recaptured and reallocated. All expenditures claimed in a request for disbursement must be eligible, reasonable, and be accompanied by detailed supporting documentation. (24 C.F.R. § 576.203)
- F. The Department may establish minimum disbursement amounts or other related

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procedures necessary for the efficient administration of the ESG program.

G. Expenditure and Milestone Expectations

- 1) The Contractor must draw down and expend funds from each year's grant not less than once during each quarter of the Contractor's program year. For each Annual Funding Cycle, all of the Contractor's grant must be expended for eligible activity costs within 24 months after the date HUD signs the grant agreement with the recipient. For the purposes of this paragraph, expenditure means either an actual cash disbursement for a direct charge for a good or service or an indirect cost or the accrual of a direct charge for a good or service or an indirect cost.
- 2) Contractor must expend their award by the dates referenced in the table below and in Exhibit E. The term of this agreement is five (5) year, and it may be amended via 'Standard Agreement Amendment #1 Execution' for the '**Annual Funding Cycle 2025 - 2027**' and also amended via 'Standard Agreement Amendment #2 Execution' for the '**Annual Funding Cycle 2026 - 2028**'.

Annual Funding Cycle 2024 - 2026	
Expenditure Deadline (75 percent of total award)	August 27, 2026 Maximum Recapture (as a percentage of total award) is the difference between 75 percent of the total award and the amount drawn in IDIS ¹ as of August 28, 2026.
Expenditure Deadline (100 percent of total award)	September 26, 2026 Requests for reimbursement can occur until November 25, 2026. Maximum Recapture (as a percentage of total award) is the difference between 100 percent of the total award and the amount drawn in IDIS as of November 25, 2026.
Annual Funding Cycle 2025 - 2027	

¹ The Integrated Disbursement and Information System (IDIS) provides HUD with current information regarding the program activities underway across the Nation, including funding data. HUD uses this information to report to Congress and to monitor grantees. IDIS is the draw down and reporting system for the [Emergency Solutions Grants \(ESG\)](#) program.

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Commitment of ESG Funds (Standard Agreement Amendment #1 Execution)	Date TBD (Approximately 90 days from HUD-Department FY2025 Grant Agreement Execution)
Expenditure Deadline (75 percent of total award)	Date TBD (60 days before 100 percent expenditure deadline) Maximum Recapture (as a percentage of total award) is the difference between 75 percent of the total award and the amount drawn in IDIS as of Date TBD.
Expenditure Deadline (100 percent)	Date TBD (24 months from HUD-Department Grant Agreement Execution) Maximum Recapture (as a percentage of total award) is the difference between 100 percent of the total award and the amount drawn in IDIS as of Date TBD.
Contract Deadline	Date TBD (5 years from Standard Agreement Execution)
Annual Funding Cycle 2026 - 2028	
Commitment of ESG Funds (Standard Agreement Amendment #2 Execution)	Date TBD (Approximately 90 days from HUD-Department FY2026 Grant Agreement Execution)
Expenditure Deadline (75 percent of total award)	Date TBD (60 days before 100 percent expenditure deadline) Maximum Recapture (as a percentage of total award) is the difference between 75 percent of the total award and the amount drawn in IDIS as of Date TBD.
Expenditure Deadline (100 percent of total award)	Date TBD (24 months from HUD-Department Grant Agreement Execution) Maximum Recapture (as a percentage of total award) is the difference between 100 percent of the total award and the amount drawn in IDIS as of Date TBD.
Contract Deadline	Date TBD (5 years from Standard Agreement Execution)

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- 3) Should the Contractor not meet the Expenditure Milestones referenced in this Agreement and amendments, the Department, in its sole and absolute discretion, reserves the right to recapture unexpended funds.
- 4) Performance and Expenditure Milestone Requirements are described in Exhibit E.
- 5) Failure to meet any given Expenditure Milestones identified in Exhibit E, may result in loss of program eligibility and may restrict the Contractor from applying for additional ESG funding until the activity is corrected and put back on schedule, or the activity is completed, or the activity is canceled.
- 6) Contractors that do not expend their entire grant award (100%) by the Expenditure Milestone identified in Exhibit E may not be allowed to apply for future funding for the next two Annual Funding Cycles. The Department reserves the right to review the penalty on a case-by-case basis and make a final determination on future funding at the Department's sole discretion. If the penalty is upheld, the Continuum of Care (the "CoC") may select another Applicant. Refer to Section 202(c) of the Guidelines. This penalty may be reconsidered by the Department, in its sole discretion, in the event of an emergency or declared disaster as outlined in Section 204 of the Guidelines.

H. Deadlines for Obligating Funds

- 1) Within 60 days from the date that HUD signs the grant agreement with the State (or grant amendment for reallocated funds), the State must obligate the entire grant, except the amount for any administrative costs. This requirement is met by a subgrant agreement with, or a letter of award requiring payment from the grant to, a Contractor.
- 2) Within 120 days after the date that the State obligates its funds to a unit of general-purpose local government, the Contractor must obligate all of those funds by a subgrant agreement with, or a letter of award requiring payment to, a private nonprofit organization; a procurement contract; or the written designation of a department within the government of the Contractor to directly carry out an eligible activity.

I. Payments to Contractors

- 1) The State must pay each Contractor for allowable costs within 30 days after receiving the Contractor's complete payment request. This requirement also applies to each Contractor that is a unit of general-

EXHIBIT A

purpose local government.

- J. The Department may impose sanctions, as well as any other remedies available to it under law or the Guidelines, on a Contractor for failure to abide by any State and federal laws, regulations, and guidelines applicable to the ESG program. As the Department deems appropriate or necessary, sanctions include, without limitation, any or all of the following:
- 1) Conditioning a future ESG grant on compliance with specific laws or regulations;
 - 2) Directing a Contractor to stop incurring costs under the current grant;
 - 3) Requiring that some or all of the grant amounts be remitted to the Department;
 - 4) Reducing the amount of grant funds, a Contractor would otherwise be entitled to receive;
 - 5) Barring a Contractor and or its organization from applying for future funding for at least the next three Annual Funding Cycles. If the penalty is upheld, the CoC may select another Applicant. Refer to Section 202 (b) of the Guidelines;
 - 6) In addition, the Department may prohibit a Contractor from awarding to a particular Service Provider of the Contractor until appropriate actions are taken to ensure compliance with ESG requirements; and/or
 - 7) Taking any other actions permitted pursuant to 24 C.F.R. § 576.501.

5. **Scope of Work Revisions and Amendments**

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

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- 2) Changes to the Authorized Representative supported by the Resolution of the Authorizing Board.
 - 3) Proposals made by the Contractor to change the funded provider or eligible activity consistent with Guidelines, if necessary, to meet the requirements of this Chapter or to expend its funding allocation. All changes must comply with the requirements of the Guidelines Sections 300 and 306.
 - 4) Line-item changes to the budget provided that the Contractor notifies the Department of the need for changes to update IDIS.
- B. Line-item changes representing more than 25 percent of the overall budget requires a contract amendment as referenced in Section 306 of the Guidelines.

6. **ESG Program Contract Management**

- A. Department Contract Manager: For purposes of this Contract the ESG Program Contract Manager for the Department is the Program Manager of the ESG Program in the Division of Federal Financial Assistance, or such person's designee. Written communication regarding this Contract shall be directed to the ESG Program Representative at the following address:
- Department of Housing and Community Development
Division of Financial Assistance, Federal Programs Branch
Emergency Solutions Grants Program Representative
651 Bannon Street, SW Tower, Suite 400
Sacramento, California 95811
Email: ESGNOFA@hcd.ca.gov
- B. Contract Management: Day-to-day administration of this Contract shall take place through the computer System of Record (currently eCivis) online grant management system, including, but not limited to:
- 1) Requests for Funds and Detailed Expense Forms;
 - 2) Budget Revision Forms;
 - 3) Annual Reports;
 - 4) Submittal of any and all requested supporting documentation;

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- 5) Standard Agreement Revisions (non-material contract changes);
- 6) Standard Agreement Amendments (material contract changes).
- C. Contract Coordinator: The Contractor's Contract Coordinator must be a contractor's employee as identified in Exhibit E. Any notice, report, or other communication required by this Contract shall be directed to the Contractor's Contract Coordinator at the contact information identified in Exhibit E. Written communication shall be directed to the Contractor's Contract Coordinator as identified in Exhibit E.

7. **Capacity to Contract**

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

8. **Authority to Execute**

- A. Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.
- B. Authorized Signatory for Contracts involving City Contractors
 - a. Charter Cities
 - i. General: Authority to sign and execute written contracts, resolutions, conveyances, or any other document having the authority to legally bind the city are determined by the current City Charter.
 - ii. No direction provided in City Charter: then the Department requires that the mayor or mayor pro tempore sign any contract and or conveyances made or entered into by the city as the authorized signer for the city. City Contractor will be required to provide to the Department a resolution from the City Council authorizing the mayor to sign standard agreements or any other required documents.

EXHIBIT A

- iii. Delegation: The City Charter needs to determine if there is any delegation authority. If silent, then the Department requires mayor or mayor pro tempore to sign without delegation.

b. General Law Cities

- i. General: Pursuant to Government Code Sections 40601 and 40602, the Mayor or Mayor pro tempore must sign all written contracts and conveyances made or entered into by the city, unless the city has an ordinance in effect that specifically allows contracts to be signed by an officer other than the mayor or mayor pro tempore.
- ii. No Ordinance: Accordingly, if the city does not have a city ordinance described above, then the Department requires that the mayor or mayor pro tempore sign any contract and or conveyances made or entered into by the city as the authorized signer for the city. City Contractor will be required to provide to the Department a resolution from the City Council authorizing the mayor to sign standard agreements, amendments, and any other required documents.
- iii. Delegation: The mayor or mayor pro tempore may not delegate to a third party his or her authority to sign documents under this provision unless there is an ordinance in effect that expressly authorizes such delegation and a duly authorized resolution reflecting such delegation is provided to the Department.
- iv. With Ordinance: If the city does have an ordinance as described above, the Department requires the city to provide a copy of such ordinance and meet all other requirements of Section 205 (b)(1) of these guidelines.

c. City Charter Application: Constitution Article XI Local Government, Section 7, states that a county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.

9. Contractor's Contract Coordinators

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Contractor's Authorized Representative for the Contract is identified in Exhibit E.
Unless otherwise informed, any notice, report or other communication required by this
Contract will be mailed by first class mail to the address as shown in Exhibit E.

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

Budget Detail: ESG funds shall be used for the eligible activities as detailed in Exhibit E of this Agreement, as described under federal ESG regulations at 24 C.F.R Part 576, Subpart B – Program Components and Eligible Activities and Title XII, Homeless Assistance Section and Section 201 of the Guidelines.

2. Availability of Funds

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

3. Method of Payment

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

All Requests for Funds shall include expenditure detail. Pursuant to 24 C.F.R § 576.201, all Requests for Funds are required to show match documentation which includes match source and amount. Contractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the

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Contractor for five (5) years after the Department closes its HUD grant.

NOTE: Record retention is based on the Department's HUD closing date; NOT five (5) years from this Agreement expiration. The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

Contractor shall not be reimbursed for expenditures incurred after the Expiration Date of this Agreement, as set forth in Exhibit E.

4. Budget Changes

After the Effective Date of this Agreement, no changes shall be made to the program budget, funded homeless service providers, or eligible activities without prior written approval from the Department. Any changes to this Agreement must be made in writing and approved by both the Department and the Contractor. The proposed change/s must be consistent with 24 C.F.R. § 576.500(y).

Contractor agrees to notify the Department in writing of any line item changes to the budget needed for the Department to update the federal Integrated Disbursement and Information System (IDIS). For line-item changes representing more than 25 percent of the overall project budget, the change will require Department approval and a contract amendment (pursuant to Section 300 and 306 of the Guidelines).

5. Ineligible Costs

- A. ESG funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 C.F.R. Part 576. The Department reserves the right to request additional information and clarification to determine the reasonableness, necessity, and eligibility of all costs to be paid with ESG funds made available by this Agreement. If Contractor or its funded service providers use ESG funds for the costs of ineligible activities, Contractor shall be required to reimburse these funds to the Department immediately. Further, Contractor shall be prohibited from applying to the Department for subsequent ESG funds until the Department is fully reimbursed.
- B. An expenditure which is not authorized by this Contract, or which cannot be adequately documented, must be immediately repaid to the Department or its designee, by the Contractor. Expenditures for work, not described in Exhibit A, shall be deemed authorized only if the performance of such work is approved in writing by the Department prior to the commencement of such work.

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

6. Indirect Costs

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

- A. Comply with all OMB requirements and standards including 2 C.F.R. § 200.403, 200.415, and 2 C.F.R. Part 200 Appendix IV.
- B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate of 15 percent, do not meet the definition of a major nonprofit organization as defined by OMB 2 C.F.R. § 200.414.
- C. Maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 C.F.R. § 200.1 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.
- D. Pursuant to 2 C.F.R. § 200.331(a)(4), the Indirect Cost Rate for the Subrecipient shall be an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal government, or, if no such rate exists, the De Minimis indirect cost rate as defined in 2 C.F.R. § 200.414(b) Indirect (F&A) costs. Indirect costs may be allocated to each eligible activity under 24 C.F.R. § 576.101 through 576.108, so long as that allocation is consistent with 2 C.F.R. Part 200, Subpart E. Subrecipient shall maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 C.F.R. § 200.1 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

7. Duplication of Benefits

Pursuant to both Federal and State law all ESG costs must be:

- A. necessary;
- B. reasonable;
- C. if applicable, there can be no duplication of benefit;

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- D. ESG funds cannot be used to supplant local or state resources; and
- E. Applicant must guard against fraud, and must immediately report fraud or suspected fraud, and has an affirmative duty to prevent or deter fraud, waste and abuse (see Exhibit D) and ineligible uses of ESG funds (See 24 C.F.R. § 576.1; Housing (HEARTH) Act of 2009 SEC. 402 (f)(3)(A), 24 C.F.R. § 576.100 – 576.109, and 24 C.F.R. § 576.400).

8. Compatibility of Program Funds

It is the duty and responsibility of each Applicant to review the provisions, requirements, and limitations of all funding sources applied for and obtained for a particular project, program, or activity in order to ensure that each and every requirement of those funding sources is compatible with all Department program requirements and restrictions. Incompatibility of funding sources will result in the denial or cancellation of an award or may result in the placement of conditions or limitations on an award, all as determined by the Department in its sole and absolute discretion.

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ESG PROGRAM TERMS AND CONDITIONS

1. Federal Grant Identification

HUD Grant No: E-24-DC-06-0001

CFDA Number: 14.231

Date HUD Grant Agreement Signed: September 26, 2024

2. Definitions

In addition to the definitions found in 42 U.S.C. 11371 (2011) and 24 C.F.R. § 576.2 and 91, the following definitions apply to the ESG Program:

- a. "Annual Action Plan" or (AAP) means a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.
- b. "Annual Funding Cycle" means the annual process where the Department prepares and submits to HUD the Department's Annual Action Plan which describes the method for distributing funds to Eligible Organizations. After HUD approval, HUD issues a grant agreement to the Department to fund the activities described in the Annual Action Plan.
- c. "Annual Performance Report" means a report prescribed by HUD for all jurisdictions receiving funding under the ESG program provided in 24 C.F.R. Part 576, that includes the number of persons helped, the types of help provided, and the project or program outcomes data measured under the performance standards developed in consultation with the Continuum(s) of Care.
- d. "Applicant" means an Eligible Organization that applies to receive ESG funds from the Department.
- e. "Application" means a Contractor's ESG application submitted in response to an ESG NOFA.
- f. "Board of Directors" means a group of individuals who are elected to govern and oversee the nonprofit organization's operations. The board is responsible for setting

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the organization's mission, strategy, and goals, and ensuring that the organization operates in compliance with legal and ethical standards.

g. “Build America, Buy America (BABA)” means the Contractor must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD federal financial assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates are subject to BABA requirements, unless exempted by a waiver.

h. “Charter City” Pursuant to California Constitution Section 3. Article XI Local Government Section 7, a County or city may make and enforce within all local, police, sanitary, and other ordinances and regulations not in conflict with general laws. Pursuant to Gov. Section 34101, Cities organized under a Charter shall be “chartered cities”.

i. “City Charter” Pursuant to California Constitution Article 9, Section 5(a), a City Charter provides that the city governed thereunder may make and enforce all ordinances and regulations in respect to municipal affairs, subject only to restrictions and limitations provided in their several charters and in respect to other matters they shall be subject to general laws. Any new City charter shall supersede any existing City Charter.

j. “Continuum of Care” or (CoC) means the group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers; victim Service Providers; faith-based organizations; governments; businesses; advocates; public housing agencies; school districts; social Service Providers; mental health agencies; hospitals; universities; affordable housing developers; law enforcement; organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.

i. “Continuum of Care Service Area” means the entire geographic area within the boundaries of an Eligible Continuum of Care.

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- j. “Contract” means the contract entered into by the Department and the ESG Subrecipient (also known as Contractor) setting forth the basic terms and conditions governing the awards of ESG funds.
- k. “Contractor” means a Subrecipient that enters into a Standard Agreement (STD 213) with the Department for ESG funds and becomes a federally defined Contractor under 24 C.F.R. § 576.2 Definitions, see 2 C.F.R. § 200.1, but not a federally defined Contractor under 2 C.F.R. § 200.331. Subrecipient is often used synonymously with Contractor.
- l. “Department” means the California Department of Housing and Community Development.
- m. “Eligible Activities” means those activities upon which ESG funds may be expended as defined under 24 C.F.R. Part 576 Subpart B.
- n. “Eligible Continuum of Care” means a Continuum of Care in the State that has within its Service Area at least one Nonentitlement Area.
- o. “Eligible Organization” means a Private Nonprofit Organization or a Unit of General Purpose Local Government that provides, or contracts with, Private Nonprofit Organizations to provide Eligible Activities.
- p. “ESG” is the acronym for the Emergency Solutions Grants program.
- q. “ESG Entitlement” means a Unit of General Purpose Local Government that meets one of the following:
1. is a Metropolitan City or Urban County as defined under 42 U.S.C. 5302 that receives an allocation of ESG funds directly from HUD;
 2. is in a Nonentitlement Area that has entered into an agreement with an Urban County to participate in that locality’s ESG program; or
 3. is a Metropolitan City or Urban County that have entered into a joint agreement with one another to receive and administer a combined direct allocation of ESG funds from HUD.
- r. “ESG Entitlement Area” or “Entitlement Area” means the geography within an ESG Entitlement’s boundaries.

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- s. “ESG Nonentitlement” means a Unit of General Purpose Local Government that does not receive ESG funding directly from HUD and is not participating as an ESG Entitlement Area.
- t. “ESG Nonentitlement Area” means the geography within an ESG Nonentitlement’s boundaries.
- u. “Expenditure Milestone(s)” means the percentage of the award, that is identified in the Standard Agreement, that must be expended by a specified time period.
- v. “General Law” is a law that is unrestricted as to time, is applicable throughout the entire territory subject to the power of the legislature that enacted it and applies to all persons in the same class.
- w. “General Law City” Pursuant to Government Code (Gov) 34102, they are cities organized under the General Law.
- v. “Governing Board” means Board of Supervisors for a County Applicant and means City Council for a City Applicant.
- w. “HUD” means the U.S. Department of Housing and Urban Development.
- x. “Notice of Funding Availability” (NOFA) refers to a process that informs the public that funding is available for a specific purpose and can be requested through an application process.
- y. “Nonentitlement Area” means an area which is not a metropolitan city or part of an Urban County and does not include Indian tribes. 42 U.S.C. 5302(7).
- z. “Project Description” includes specific location, purpose (provide housing, support services, etc.), number and type of beneficiaries/units, any proposed changes to structures and/or land, and use of funds.
- aa. “Request for Funds (RFF)” means a request for reimbursement by a Subrecipient for Eligible Expenses on forms provided by the Department.
- bb. “Service Area” has the same meaning as the term “Continuum of Care Service Area.”
- cc. “Service Providers” refers to the “Continuum of Care” definition found at 24 C.F.R. § 576.2.

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

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

1. A deed demonstrating ownership in fee title;
2. a lease demonstrating a leasehold interest in the Site and its improvements for at least the term of the ESG grant;
3. an enforceable option to purchase or lease a Site provided that such option will be for at least the term of the ESG grant; or
4. for rotating shelter programs, Site Control may include other evidence provided by the Applicant granting permission to use the Site(s). Such evidence must be approved by the Department in writing before the deadline for submission of the ESG applications stated in the applicable NOFA.

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

gg. "Subrecipient" means an entity that enters into a Standard Agreement with the Department for a General Purpose Local Government or Private Nonprofit Organization to which a recipient makes available ESG funds as defined in 24 C.F.R. § 576.2. Throughout the Guidelines, Subrecipient is also referred to as Contractor.

hh. "Subcontractor" means an entity that is performing work as shown under 24 C.F.R. § 576.100(A) and as described in Exhibit A of the Standard Agreement, ESG funds for a Contractor or Service Provider.

ii. "Written Standards" are defined in 24 C.F.R. § 576.400(e).

Note: Authority cited: Section 50406(n), Health and Safety Code. Reference: 42 U.S.C. 5302, 42 U.S.C. 11302, 42 U.S.C. 11371, 42 U.S.C. 11373, 24 C.F.R. § 576.3, 24 C.F.R. § 576.400, and C.F.R. § 576.2.

3. **Eligible Activities**

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ESG funds awarded to the Contractor shall be used for the Eligible Activities set forth in Exhibit D, as permitted under the federal ESG regulations at 24 C.F.R. Part 576, the Guidelines, and the ESG NOFA. The following additional provisions or requirements shall apply:

- A. ESG funds may be used for five program components: Street Outreach, Emergency Shelter, Homelessness Prevention, Rapid Rehousing, and Homeless Management Information Systems (HMIS), as well as Administrative Activities. The five program components and the Eligible Activities that may be funded under each are set forth in 24 C.F.R. § 576.101 through 24 C.F.R. § 576.107. Eligible Administrative Activities are set forth in 24 C.F.R. § 576.108.
- B. Pursuant to 2 C.F.R. § 200.414, OMB requirements and Section 208 of the Guidelines, Contractor may permit homeless service providers receiving ESG funds to charge an indirect cost allocation to their grant. The indirect cost allocation may not exceed 15 percent (de-minimis) of the allowable direct costs under the ESG activity unless a higher limit for the indirect cost allocation has been approved by the applicable Federal agency pursuant to OMB requirements. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity.
- C. Contractor shall receive a portion of its ESG grant allocation for the payment of administrative costs. Pursuant to 24 C.F.R. § 576.108(b), the Department will share one percent of federal funds for all those awarded for direct administrative costs.
- D. Rental assistance payments provided as part of an RR or HP activity under 24 C.F.R. § 576.106 cannot exceed HUD's Fair Market Rent (FMR) as provided under 24 C.F.R. Part 888 and must comply with HUD's standard for rent reasonableness as established under 24 C.F.R. § 982.507. Contact your HCD representative in the Federal Programs Branch for further assistance.
- E. All provisions of 24 C.F.R. Part 576 and the Guidelines shall apply including, but not limited to the following:
 - 1) The maximum allocation spending cap on Emergency Shelter and street outreach activities of 60 percent of the aggregate amount of assistance provided for the contractor established pursuant to 24 C.F.R. § 576.100(b).
 - 2) None of the ESG funds provided may be used to require people experiencing homelessness to receive treatment or perform any other

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prerequisite activities as a condition for receiving shelter.

- 3) ESG funds shall not be used for Renovation, Conversion, or Major Rehabilitation activities pursuant to 24 C.F.R. § 576.102. HUD defines "renovation and conversion" as an activity that does materially add to the value of the building, appreciably prolong its useful life, or adapt it to new uses.
- 4) The requirements of the Build America, Buy America Act (BABA) may apply to minor repairs.
- 5) No less than 40 percent of the total funds available to the Contractor must be awarded to Rapid Re-Housing.
- 6) Homelessness Prevention will be limited to no more than 10 percent of any awarded contract/budget and will not be awarded as a standalone activity.

4. **State Contracting Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03))**

All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid Program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reduction in funds.

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

5. **Sufficiency of Funds and Termination**

- A. The Department may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Contractor. Cause shall consist of violations of any terms and/or special conditions of this Agreement; the Federal Statutes; the Federal Regulations; the Guidelines; withdrawal of the Department's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within 30 days of the Notice of Termination.
- B. This Agreement may have been written before determining the availability of congressional appropriation of funds. It is mutually understood between the parties that this Agreement is written for the mutual benefit of both parties to avoid program and fiscal delays.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- D. It is mutually agreed that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.
- E. The Department has the option to terminate this Agreement under the 30-day cancellation clause or to amend this Agreement to reflect any reduction of funds.
- F. Contractor shall administer termination of assistance in accordance with 24 C.F.R. § 576.402.

6. **Transfers**

Contractor may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the

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prior written approval of the Department and a formal amendment to this Agreement to affect such subcontract or novation.

7. **Contractors and Service Providers**

- A. Contractor, or its Service Providers, shall not enter into any Agreement, written or oral, with any subcontractor without the prior written determination by the Department of the Contractor's eligibility. A Contractor or Service Provider is not eligible to receive grant funds if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. Any party to a third-party agreement between the Contractor or Service Provider, and any contractor or subcontractor hired by the Contractor, or Service Provider shall require the contractor or subcontractor, if any, to do the following:
 - 1) Perform the Work in accordance with Federal, State and local housing, and building codes, as applicable.
 - 2) Comply with the labor standards described in this Exhibit, as applicable. In addition to the requirements of this Exhibit, all contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
 - 3) Comply with the applicable Equal Opportunity Requirements, described in this Exhibit.
 - 4) Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.
 - 5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing the Work or any part of it. Such insurance shall be endorsed to include a waiver of subrogation rights against the Department its officers, officials, employees, volunteers, agents, and representatives. Such policies shall be written by California licensed insurers with best ratings of not less than A: VII in the most recent edition of Best Rating Guide.

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- 6) Contractor agrees to include all the terms of this Contract in each subcontract and the Department shall have no liability for Contractor's failure to comply with this obligation.
- C. The Department reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds \$25,000.00.

8. **Housing First Practices**

- A. 'Housing First' means the evidence-based model that uses housing as a tool rather than a reward for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.
- B. All ESG-assisted projects shall operate in a manner consistent with Housing First practices as reflected in the Housing First Core components, CoC written standards, progressive engagement, and assistance practices as set forth in Welfare and Institution Code (WIC) 8255-8256 and 24 C.F.R. § 576.400, including but not limited to the following:
 - 1. Ensuring low-barrier, easily accessible assistance to all people, including, but not limited to, people with no income or low-income history, and people with active substance abuse or mental health issues;
 - 2. Helping participants quickly identify and resolve barriers to obtaining and maintaining housing;
 - 3. Quickly resolving a participant's housing crisis before focusing on other non-housing related services;
 - 4. Allowing participants to choose the services and housing that meets their needs, within practical and funding limitations; and
 - 5. Connecting participants to appropriate support services available in the community that fosters long-term housing stability.

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9. Shelter and Housing Standards

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

If Rapid Re-Housing or Homeless Prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 C.F.R. § 576.403 (c).

10. Inspections

- A. Contractor shall inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.
- B. The Department reserves the right to inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. Contractor agrees to require that all non-conforming Work be corrected and to withhold payments to the Contractor or subcontractor until such Work is corrected.

11. Monitoring Grant Activities

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with all ESG requirements. An onsite or desk monitoring of homeless Service Providers shall occur whenever determined necessary by the Contractor but at least once during the grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Service Providers of the Contractor as the Department deems appropriate based on a risk assessment.
- C. The Department will monitor the performance of Contractor and funded projects based on the performance measures used by HUD in ESG or the (CoC) program. In the event that project-level or system-wide performance consistently

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- remains in the lowest quartile compared to all participating Service Areas in the (CoC) allocation, the Department will work collaboratively with the Contractor to develop performance improvement plans which will be incorporated into this Standard Agreement.
- D. If it is determined that a Contractor or any of its Service Providers falsified any certification, application information, financial, or contract report, the Contractor shall be required to immediately reimburse the full amount of the ESG award to the Department and may be prohibited from any further participation in the ESG program. The Department may also impose any other actions permitted under 24 C.F.R. § 576.501(c).
 - E. As requested by the Department, the Contractor shall submit to the Department all ESG monitoring documentation necessary to ensure that Contractor and its Service Providers are in continued compliance with all ESG requirements. Such documentation requirements and the submission deadline(s) shall be provided by the Department when the information is requested from the Contractor.
 - F. Contractor and its Service Providers shall cooperate with the Department and shall make available to the Department all information, documents, and records reasonably requested. Copies of these items will also be made available to the Department upon their request. Contractor shall provide the Department the reasonable right of access to the Site during normal business hours for the purpose of assuring compliance with this Agreement and evaluating the Contractor's performance.

12. **Compliance with Federal Regulations, State Laws, and Guidelines**

- A. The Contractor and its Service Providers shall comply with the policies, Guidelines and requirements under 2 C.F.R. Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this 2 C.F.R. Part 200.
- B. The Contractor agrees to comply with all federal regulations, state laws, and Guidelines applicable to the ESG Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. The Contractor agrees to comply with all federal regulations, state laws, and Guidelines that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Contractor its Service Providers or subcontractor and the Work. This includes, but is not limited to, complying with all relevant sections of 2 C.F.R. Part 200.

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- C. Contractor shall indemnify, protect, defend, and hold harmless the Department from and against any and all loss, liability, damage, claim, cost, and/or expense (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) that result or arises in any way from the noncompliance by Contractor or Service Provider personnel of any applicable local, state, and/or federal law or requirement.

13. **Procurement of Goods and Services**

Prior to the drawdown of ESG funds for the Contractor's purchase of goods or services, Contractor shall comply with the Procurement Standards contained in 2 C.F.R. § 200.317 - 200.326. Contractor when procuring goods with ESG funds, must provide the Department with evidence of compliance with these requirements, as applicable.

14. **Procurement of Recovered Materials**

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

15. **Equal Opportunity Requirements and Responsibilities**

- A. **Title VI of the Civil Rights Act of 1964, as amended, including 24 C.F.R. Part 1:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance. In regard to the sale or lease of a Site, Contractor shall cause or require a covenant running with the land to be inserted in the deed and leases prohibiting discrimination under this Title, and providing that State of California and the United States are beneficiaries of and entitled to enforce such covenants. Contractor shall enforce such covenant and shall not itself so discriminate.

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- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act)**: This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. **Civil Rights Restoration Act of 1987**: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]**: This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988**: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. **Affirmatively Furthering Fair Housing (AFFH)**: The Fair Housing Act in 1968 prohibits discrimination in the sale, rental, and financing of housing based on race, religion, and national origin. Over time the law expanded its protections to include discrimination based on sex, disability, and familial status. The law also introduced the need to go beyond just prohibiting discrimination to instead creating real housing choice by affirmatively furthering fair housing. In 2018 California adopted AB 686, which expands upon the fair housing requirements and protections outlined in the Fair Employment and Housing Act (FEHA). The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development. AB 686 creates new requirements that apply to all housing elements due for revision on or after January 1, 2021. Affirmatively Furthering Fair Housing requires taking meaningful actions to combat discrimination, overcome patterns of segregation, and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Jurisdictions must take

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meaningful actions that when taken together, address significant disparities in housing needs and access to opportunity. Such actions may include, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

- 1) Federal regulations for affirmatively furthering fair housing include, but are not limited to, 24 C.F.R. § 5.151-24 and 24 C.F.R. § 5.152.
 - 2) For ESG, AFFH requires collecting demographic data for the homeless population and analyzing it to develop more equitable ways to serve the homeless population. Please refer to Section 103 and 207 of the Guidelines for additional guidance regarding this process.
- G. **Advancing Racial Equity**: Pursuant to direction from HUD, as provided at the links below, Contractors should prioritize the advancement of racial equity at all levels of the homeless response system. The Department asks Contractors to be leaders in their homeless response systems, facilitating partnerships among service organizations and promoting racial equity practices. Contractors must respond to disproportionality in access to services, service provision, and outcomes. Contractors cannot simply rely on delivering a standardization of services to address equity. Contractors have the responsibility to examine their data to ensure all eligible persons receive equitable services, support, and are served with dignity, respect, and compassion regardless of circumstances, ability, or identity.
- Please refer to the 2024 ESG NOFA for additional guidance regarding this process.
- H. **The Housing for Older Persons Act of 1995 (HOPA)**: Retained the requirement that the housing facilities must have one person who is 55 years of age or older living in at least 80 percent of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- I. **The Age Discrimination Act of 1975, as amended, including 24 C.F.R. Part 146**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any

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State law currently in effect on the same topic.

- J. **Section 504 of the Rehabilitation Act of 1973, as amended:** It is unlawful to discriminate based on disability or handicap in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of their disability or handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multifamily dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991. Contractor must ensure that its programs are accessible to and usable by persons with disabilities in accordance with the implementing regulations at 24 C.F.R. Part 8.
- K. **The Americans with Disabilities Act of 1990 (ADA), as amended:** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment by state and local governments and in places of public accommodations and commercial facilities. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment. The ADA also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. The Act defines the range of conditions that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.
- L. **Executive Order 11063, as amended, including 24 C.F.R. Part 107:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government. This order and its implementing regulations include requirements that all actions necessary be taken to prevent discrimination because of race, color, religion, sex, or national origin, in the use, occupancy, sale, leasing, rental, or other disposition of property assisted with Federal loans, advances, grants or contributions.
- M. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be

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carried out in a manner to further housing opportunities throughout the United States.

- N. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- O. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (19).
- P. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- Q. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- R. **Executive Order 11246, as amended:** This executive order applies to all Grantees, Subrecipients, their contractors, and subcontractors. It provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin.
- S. **24 C.F.R. Part 5, Subpart A:** The requirements at 24 C.F.R. Part 5 are applicable including the nondiscrimination and equal opportunity requirements at 24 C.F.R. § 5.105(a) and the housing counseling requirements at 24 C.F.R. § 5.111.
- T. **Build America, Buy America:** Contractor must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 and all applicable

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rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD federal financial assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates are subject to BABA requirements, unless exempted by a waiver.

16. **Affirmative Outreach**

- A. Contractor or its Service Providers must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its service providers intend to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Contractor or its service providers must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.
- B. Contractors and Service Providers must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, Contractors and Service Providers are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.
- C. **Equal Access for Disabilities:**
 - 1) Contractors must provide a language access plan that makes appropriate accommodations for LEP interpretive services and services that support the visually impaired as required by Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794 (contractors receiving federal financial assistance), in conjunction with section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794d (created the U.S. Access Board to regulate websites, electronic information and communication technology (EICT) accessibility); Section 255, of the Communications Act of 1934, as amended; 24 C.F.R. Part 8, including sections 8.3 and 8.4; and 36 C.F.R. Part 1194, 36 C.F.R. §§ 1194.1.

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1194.2, and Appendices B and C to Part 1194 (accessibility standards for disabled to communication technology); see U.S. Access Board website;

- 2) Achieving Compliance: The California State Dept. of Rehabilitation maintains an Assistive Technology website with resources for services to achieve compliance with recognized standards for non-discriminatory accessibility.

17. Environmental Requirements

- A. By execution of this Agreement, the Contractor agrees to assume responsibility for environmental review, decision-making, and action under 24 C.F.R. Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities" and shall comply with the environmental requirements of 24 C.F.R. Part 58 including §58.4 "Assumption Authority." The obligation of funds and incurring of costs is hereby conditioned upon compliance with 24 C.F.R. Part 58, and completion by HCD of all applicable review and approval requirements.
- B. The Contractor, its Service Providers, and any Subcontractors of the Contractor or service provider, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG or local funds for eligible activities under this part, until the Contractor has performed an environmental review under 24 C.F.R. Part 58 and the Contractor has received HCD approval if required by the level of environmental review.
- C. In accordance with 24 C.F.R. § 58.22, "Limitations on activities pending clearance" neither a Contractor nor any Service Provider in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in 24 C.F.R. § 58.1(b) on an activity or project until the environmental review process is complete and if required, HCD has approved the Contractor's HUD Form 7015.5 "Request for Release of Funds and Certification" (RROF) and issued HUD Form 7015.16, "Authority to Use Grant Funds". Neither a Contractor nor any Service Provider in the development process may commit non-HUD funds or undertake an activity or project that would have an adverse environmental impact or limit the choice of reasonable alternatives. Upon completion of environmental review, HCD shall notify Contractor. HUD funds shall not be utilized before this requirement is satisfied. Violation of 24 C.F.R. Part 58 may result in disapproval, modification, or cancellation of the ESG Grant.

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- D. If a project or activity is exempt under 24 C.F.R. § 58.34, “Exempt activities” or is categorically excluded (except in extraordinary circumstances) under 24 C.F.R. § 58.35(b) “Categorical exclusions not subject to §58.5”, no RROF is required, and the recipient may undertake the activity immediately after the Contractor has provided documentation to HCD of its determination that each activity or project is exempt or categorically excluded. The Contractor remains responsible for carrying out any applicable requirements under §58.6, “Other Requirements” and must provide documentation to HCD at the time of grant monitoring of its compliance with this section of 24 C.F.R. Part 58.
- E. By execution of this Agreement, the Contractor is also subject to the provisions of the California Environmental Quality Act (CEQA). Contractor assumes responsibility to fully comply with CEQA’s requirements regarding the Work.

18. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 5050, as amended from time to time.

19. Lead-Based Paint Hazards

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

20. Labor Standards

- A. Pursuant to 24 C.F.R. § 576.407(e) Davis-Bacon Act does not apply to the ESG program.
- B. Federal Regulations see The Fair Labor Standards Act (FLSA) 29 U.S.C. §§ 201-219.

21. Matching Funds

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The matching requirements of 24 C.F.R. § 576.201 shall apply to this activity. The Department requires the Contractor to provide a 1:1 match for all ESG expenditures. The eligible forms of matching contributions are defined at 24 C.F.R. § 576.201(d). Program income may be used as matching contributions, subject to the requirements at 24 C.F.R. § 576.201.

23. Assurance of Compliance with the “Violence Against Women Reauthorization Act of 2022” (VAWA) (S.3623 - 117th Congress (2021-2022) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603. See also 81 FR 80803, Nov16, 2016.

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home, they can feel safe in. VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD’s public housing program and HUD’s tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking. During the performance of this Agreement, the ESG Recipient shall ensure that all requirements of VAWA are complied with, including but not limited to:

- A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.
- B. It will implement an ‘emergency transfer plan’, which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
- C. It will provide “Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.”
- D. It will implement a ‘Low-barrier certification process’ where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation

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does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

24. Liability Insurance

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

25. Reporting and Recordkeeping

- A. Pursuant to Section 303 of the Guidelines, Contractor shall keep and maintain records providing a full description of the activity(ies) undertaken. These include but are not limited to the following:
 - 1) Records demonstrating that the activity(ies) meet the Emergency Solutions Grant program's national objective for which the ESG Grant is being provided;
 - 2) Records demonstrating the eligibility of the activities constituting the eligible program expenses;
 - 3) Records demonstrating compliance with this Agreement and the ESG Requirements;
 - 4) Data demonstrating client eligibility for services provided including the name, income level, family size of each client and other information for determining eligibility.
- B. A record of the services provided to each client, and such other records as may be reasonably required by the Department to allow the Department to evaluate the Contractor's operation of the program and compliance with the ESG Program and this Agreement.
- C. Records that allow the Department to comply with the Department's record keeping and reporting under the ESG Requirements. Contractor shall provide records that identify and account for the use of the ESG Grant proceeds and expenditures of all eligible program costs pertaining to this Agreement. Including

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without limitation, the records specified in 24 C.F.R. § 576.500, as they pertain to the activities under this Agreement.

- D. Books and records pertaining to the eligible program expenses shall be kept and prepared in accordance with generally accepted accounting principles or as otherwise required by the Department.
- E. By July 31 of each year, Contractor shall submit an Annual Performance Report to the Department. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data, Minority Owned Business/Women Owned Business (MBE/WBE) data, and Section 3 data, if applicable.
- F. Contractor shall submit a Request for Funds (RFF) and Detailed Expense Report (DER) in a manner and format approved by the Department within thirty (30) days after the end of the State Mandated reporting period. Compliance reports shall be submitted as specified by the Department. Close-out-of-grant progress reports shall be submitted within sixty (60) days after the end of the reporting period.
- G. Contractor shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ESG data elements and complies with HUD Data and Technical Standards).
- H. Contractor shall maintain all fiscal and program records pertaining to the ESG Grant for a period of five (5) years after the Department closes its HUD grant or any other period specified in 24 C.F.R. § 576.500(y).
 - 1) NOTE: Record retention is based on *the Department's HUD closing date; NOT five (5) years from this Agreement expiration*. The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.
- I. Contractor shall submit required reports on forms approved by the Department.

26. Audit/Retention and Inspection of Records

- A. Contractor agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Principles, pursuant to 2 C.F.R. § 200.1

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Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, the Department of Housing and Urban Development, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for five (5) years after the Department closes its HUD grant or any other period specified in 24 C.F.R. § 576.500(y).

NOTE: Record retention is based on the Department's HUD closing date; NOT five (5) years from this Agreement expiration. The retention requirement can extend beyond five (5) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

- B. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Agreement.
- C. Contractor receives federal funds that, in the aggregate, equal or exceed the threshold identified in the Uniform Administrative Requirements, the Contractor must have an annual single audit in compliance with the Single Audit Act of 1984, as amended and comply with 2 C.F.R. Part 200, Subpart F. The audit shall be performed by a qualified State, local or independent auditor. Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers. Audits shall be submitted to the Department when completed but no later than nine months following the close of the fiscal year. Contractor shall take corrective actions on any issues noted during the audit within six months of the date of receipt of the reports. HCD shall consider sanctions as described in 2 C.F.R. § 200.505 if the Contractor is not in compliance with these audit requirements.
- D. Contractor, its Service Providers, and their subcontractors shall comply with the audit requirements contained in 2 C.F.R. Part 200.

27. Faith-Based Activities

Contractor and its Service Providers shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or

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philosophical ritual, service, meeting, or rite. Contractor and its Service Providers listed shall also comply with the requirements of 24 C.F.R. § 576.406 of the Federal Regulations.

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

In addition to the conflict-of-interest requirements in 2 C.F.R. § 200.112 and pursuant to 24 C.F.R. § 576.404, no person:

- A. Who is an employee, agent, consultant, officer or elected as appointed official of the Contractor (or of any designated public agency); and
- B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,
- C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities,

may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for 1 year thereafter.

HUD may grant an exception to this exclusion as provided in 24 C.F.R. § 570.611 (d).

- D. Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the selection, award, and/or administration of contracts supported by federal funds to ensure no conflict of interest, real or apparent, would be involved.

29. Anti-Lobbying Certification

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

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- B. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.
- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

30. Waivers

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

31. Litigation

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

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Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

32. Sanctions

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

- A. Conditioning a future grant on compliance with specific laws of regulations;
- B. Directing Contractor or its Service Providers to stop incurring costs under the current grant;
- C. Requiring that some or the entire grant amount is remitted to the Department;
- D. Reducing or disencumbering some or all of the amount of grant funds Contractor would otherwise be entitled to receive;
- E. Electing not to award future grant funds to Contractor unless and until appropriate actions are taken by the Contractor to ensure compliance; and/or,
- F. Taking any other actions permitted pursuant to 24 C.F.R. § 576.501.

33. Drug-Free Workplace Requirements

The Contractor shall comply with and be subject to the requirements of the federal drug-free workplace requirements, which include the following actions be taken:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace; (ii) the Contractor's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

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- C. Contractor and their Service Providers shall maintain a drug free environment on the Site. Contractor and their Service Providers pledge to the Department that all persons working or residing on the Site shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances, as said term is defined in 21 U.S.C. Section 812 and California Health and Safety Code Section 11007 (or successor statutes), including marijuana, heroin, cocaine, and amphetamines on the Site. If Contractor or any person working or residing on the Site is convicted or pleads guilty or nolo contendere to a charge of unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances on the Site, then such event shall constitute a default of this Agreement.

34. Area-wide System Coordination Requirements

The Contractor and their Service Providers agree to participate in the Homeless Management Information System ("HMIS"), or comparable database, pursuant to 24 C.F.R. § 576.107. Contractor must ensure that data on all persons served, and all activities assisted under ESG are entered into the applicable community wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. Contractor shall coordinate and integrate, to the maximum extent practicable, ESG funded activities with mainstream housing, health, social services, employment education, and youth programs targeted to homeless people in the area covered by the Continuum of Care ("CoC") or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for the area as set forth at 24 C.F.R. § 576.400(b) and (c). Furthermore, Contractor understands they are required by federal law to provide for the participation of at least one homeless or formerly homeless person(s) in a policy-making function within the organization as required in 24 C.F.R. § 576.405. This might include, for example, involvement of a homeless or formerly homeless person on the Board of Directors or similar entity that considers and sets policy or makes decisions for Contractor. The Contractor also agrees that to the maximum extent practicable, they will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under this Agreement as listed in 24 C.F.R. § 576.405 in accordance with 42 U.S.C. 11375(d) and 42 U.S.C. 11375(c)(7).

35. Evaluation of Program Participant Eligibility and Needs

Program Name: Emergency Solutions Grants Program (ESG)
NOFA Dates: 12/31/2024
Approve Date: 2/6/2025
Prep. Date: 6/23/2025

EXHIBIT D

Pursuant to 24 C.F.R. § 576.401, Contractor and their Service Providers shall conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 C.F.R. § 576.400(d) and the written standards established under 24 C.F.R. § 576.400(e).

35. **False, Fictitious or Fraudulent Claims:**

Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

A. Detecting, Preventing, and Reporting FRAUD

- 1) Fraud is a white-collar crime that has a devastating effect on the ESG program because the ESG program beneficiaries are victims of this crime when the ESG program is abused.
- 2) HCD wants to stop any criminal assault on the ESG program it administers, and in doing so all ESG funds go to people it was designed to help and improve their living conditions.

B. Combatting Fraud

- 1) The U.S. Department of Housing and Urban Development (HUD) Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.
- 2) HUD cannot combat fraud alone.
- 3) HUD relies on HCD and ESG NOFA applicants to combat ESG program fraud. HUD also relies on applicants for, and people receiving, HUD benefits, such as tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.
- 4) The HUD OIG Hotline number is 1-800-347-3735, this is the primary means to submit allegations of fraud, waste, abuse, mismanagement, or

EXHIBIT D

Whistleblower related matters for the ESG program to the Office of Inspector General.

- 5) HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the ESG program from HUD employees, anyone administering the ESG program, anyone working in the ESG program, contractors, and the public.
- 6) You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.
- 7) Fraud, Waste and Abuse in the ESG program and its operation may be reported in one of the following four (4) ways:

E-mail to: hotline@hudoig.gov

By Phone: Call toll free: 1-800-347-3735

By Fax: 202-708-4829

By Mail: Department of Housing & Urban Development.

HUD OIG, Office of Investigation, Room 1200

Field Office

One Sansome Street
San Francisco, CA 94104
[\(213\) 534-2518](tel:(213)534-2518)

HUD OIG, Office of Investigation

Suite 4070

Regional Office

300 North Los Angeles Street
Los Angeles, CA 90012
[\(213\) 534-2518](tel:(213)534-2518)

EXHIBIT E

PROJECT SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

A. Project Specific Provisions

The following are project specific terms and conditions as a result of the application submitted in response to the ESG NOFA dated December 31, 2024, and shall inform the references made to project specific information not contained in prior exhibits.

Grant Year	Contractor Name	Total Yearly Award Allocation	Estimated Amount
FY2024	County of Riverside	\$ 383,572.00	\$ 383,572.00
FY2025	County of Riverside	TBD	<<FY25 AWARD AMOUNT>>
FY2026	County of Riverside	TBD	<<FY26 AWARD AMOUNT>>

1. Scope of Work

For the purposes of performing the Work, the Department agrees to provide the amount shown above. In no instance shall the Department be liable for any costs for Work in excess of this amount, nor for any unauthorized or ineligible costs. The ESG Recipient agrees to administer this allocation in accordance with the provisions of 24 C.F.R. Part 576 and 24 C.F.R. Part 91 and the Guidelines.

EXHIBIT E

2. Term of Agreement

The terms of the Agreement have an Expiration Date of 5 years from the execution date of the Agreement. This Agreement will have Expenditure Milestones and other deadlines for each fiscal year of funding, as outlined in the Guidelines and NOFA.

Amendments and Revisions

This agreement can be amended to add additional funds subject to congressional appropriation and allocation to the State as evidenced by a HUD grant agreement. The Contractor must be in compliance with all ESG and Department requirements.

3. Performance and Expenditure Milestone Requirements - As referenced in Exhibit A and herein Exhibit E

Milestone	Milestone Completion Date
Annual Funding Cycle 2024 – 2026 (FY2024)	
75 percent of total ESG award must be fully expended.	August 27, 2026 Maximum Recapture (as a percentage of total award) is the difference between 75 percent of the total award and the amount drawn in IDIS as of August 28, 2026.
100 percent of total ESG award must be fully expended.	September 26, 2026 Maximum Recapture (as a percentage of total award) is the difference between 100 percent of the total award and the amount drawn in IDIS as of November 25, 2026.
All requests for reimbursement must be submitted to the Department.	November 25, 2026
Annual Funding Cycle 2025 – 2027 (FY2025)	
Commitment of ESG Funds; Amendment #1 to the Standard Agreement must be executed.	<<DATE TBD>>
75 percent of total ESG award must be fully expended.	<<DATE TBD>>

Program Name: Emergency Solutions Grants Program (ESG)
NOFA Date: 12/31/2024
Approved Date: 2/6/2025
Prep. Date: 6/23/2025

EXHIBIT E

100 percent of total ESG award must be fully expended.	<<DATE TBD>>
All requests for reimbursement must be submitted to the Department.	<<DATE TBD>>
Annual Funding Cycle 2025 – 2027 (FY2026)	
Commitment of ESG Funds; Amendment #2 to the Standard Agreement must be executed.	<<DATE TBD>>
75 percent of total ESG award must be fully expended.	<<DATE TBD>>
100 percent of total ESG award must be fully expended.	<<DATE TBD>>
All requests for reimbursement must be submitted to the Department.	<<DATE TBD>>

4. Contractor's Contract Coordinators

Authorized Representative Name	Heidi Marshall
Authorized Representative Title	Director
Agency Name	County of Riverside
Address	3403 Tenth Street, Suite 300 Riverside, CA 92501
Phone No.	(951) 955-7528
Email Address	hmarshall@rivco.org

Program Name: Emergency Solutions Grants Program (ESG)
NOFA Date: 12/31/2024
Approved Date: 2/6/2025
Prep. Date: 6/23/2025

EXHIBIT E

5. Budget Detail and Payment Provisions

Rapid Re-Housing Assistance	\$ 153,429.00
Emergency Shelter	\$ 187,950.00
Street Outreach	
Homelessness Prevention	\$ 38,357.00
Homeless Management Information System	
Grant Administration	\$ 3,836.00
TOTAL GRANT AWARD AMOUNT:	\$ 383,572.00

6. Special Terms and Conditions

The following Special Conditions are applicable to this Standard Agreement and shall control notwithstanding anything to the contrary herein:

N/A



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

Administrative Handbook

Emergency Solutions Grant (ESG)



Issue Date: August 12, 2022
Last Update: October 28, 2025

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INTRODUCTION

This handbook provides project administration guidelines and financial reporting requirements for Subrecipients under contract with the Riverside County Department of Housing and Workforce Solutions Office of Homeless Services (HWS OHS) to operate the Federal CARES Act Emergency Solutions Grants Program, through the United States Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD). This handbook does not supersede any law, regulation, or policy issued by the U.S. Government, the State of California, HUD, or HCD with regard to this program.

The ESG program does not fund individuals or families directly. The ESG program provides grant funding to approved units of general-purpose local government and federally recognized non-profit organizations.

These ESG funds are used to:

1. Engage homeless individuals and families living on the street;
2. Rapidly re-house homeless individuals and families;
3. Help operate and provide essential services in emergency shelters for homeless individuals and families; and
4. Prevent individuals and families from becoming homeless.

This handbook is intended to outline the HWS OHS policies and procedures as well as provide the appropriate federal codes and regulations for the ESG Program to ensure compliance.

HWS OHS CONTACTS

The HWS OHS website maintains a CoC Staff Roster with current contact information:

<https://rivcohws.org/OHS>

Please reach out to the appropriate OHS Programs, Fiscal, HMIS, or Contracts contact with any questions. We are here to help make your project as successful as possible.

GLOSSARY

AFFH – Affirmatively Furthering Fair Housing

APR – Annual Performance Report

CPA – Certified Public Accountant

CES – Coordinated Entry System

CFR – Code of Federal Regulations

CoC – Continuum of Care

ESG – Emergency Solutions Grants

HCD – Housing and Community Development (State)

HMIS – Homeless Management Information System

HUD – Housing and Urban Development (Federal)

HWS – Housing and Workforce Solutions

LGBT – Lesbian, Gay, Bisexual, Transgender

MOU – Memorandum of Understanding

NOFA – Notice of Funding Availability

OMB – Office of Management and Budget

Recipient - The entity that receives the grant award and executes the grant agreement with HUD. A recipient may choose to subgrant part or all of the ESG Program grant to one or more subrecipients to operate the project, or the recipient may operate the project directly.

Subrecipient - An entity that receives a subgrant from the recipient to carry out the operation of the project.

VAWA – Violence Against Women Act

VI-SPDAT – Vulnerability Index – Service Prioritization Decision Assistance Tool

A. FISCAL COMPONENTS

The Subrecipient's financial system must comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Specific regulations for ESG grants are covered in 2 CFR Part 200 and 24 CFR Part 576 (Emergency Solutions Grants Program).

This Administrative Handbook summarizes these regulations, however, Subrecipients should be familiar with the full regulations and should reference them as needed.

1. CLAIMS

Due to the large volume of paperwork associated with most grants, generally, electronic claims are not accepted. A claim will not be considered as received until a hard copy of the claim with an original signature on the 2076A is received by HWS OHS.

In some cases, electronic claims may be accepted instead of hard copies, at the sole discretion of HWS OHS.

2. CLAIM FORMS

Claims should be received by HWS OHS no later than 30 days after the end of the month in which services were provided using the 2076A Claim Form (see attached Exhibit A) with the required supporting documentation (see Section 5 *Supporting Documentation*). For example, a claim for March services should be received by April 30, and a claim for April services should be received by May 30.

If the 2076A claim form is updated during the grant period, the most current version of the 2076A form should be used.

3. TIME & ACTIVITY REPORTS

Time & Activity (T&A) reports (see attached Exhibit B) are required for all staff (see Section 5 *Supporting Documentation*). T&A reports are required to show the actual hours that staff worked in a particular activity on a grant. *The T&A report hours must match the total hours on the payroll documentation that is provided.*

NOTE: One T&A report must be submitted for each pay period. Pay periods are not to be combined on one T&A.

4. REIMBURSEMENTS/DISBURSEMENT OF FUNDS

Complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days. HWS OHS is the pass-through agency for these funds. Once a claim is received and approved, HWS OHS shall submit a Request for Funds to the State. When the requested funds are received from the State, HWS OHS shall remit payment to the Subrecipient. In total, this process can take 4-6 weeks. Any payments made by HWS OHS to the Subrecipient before HWS receives funds from the State are at the sole discretion of HWS OHS.

An expenditure which is not authorized by the Agreement or by ESG OHS regulations, or which cannot be adequately documented, shall be disallowed, and will not be paid to the Subrecipient.

The most common causes for a delay in reimbursement are:

- Lack of documentation
- Incomplete documentation
- Unclear documentation

Once your claim has been reviewed, we will e-mail you a letter indicating any differences. If you disagree with any disallowance, please request any correction within 30 days from the date of the letter.

Any reimbursements that are made and are found later to be ineligible by HWS OHS, HUD, HCD, or any other regulating entity must be repaid by the Subrecipient upon request.

5. MATCH

Due to an exception to the normal ESG match requirements provided by the CARES Act, there is no match requirement for ESG grants.

6. PROGRAM INCOME (2 CFR §200.307, 2 CFR §576.2)

Subrecipients may use program income (including any amount of a security or utility deposit returned to the subrecipient) on any eligible costs that are part of the subrecipient's ESG contract. Subrecipients are prohibited from using program income on any costs that would not be eligible to charge to the ESG grant. Subrecipients must document that the program income was expended in accordance with the requirements of the ESG Program.

7. SUPPORTING DOCUMENTATION

The general rule for supporting documentation is that for any program cost that is to be reimbursed, provide the invoice which documents that a cost was incurred, and a receipt, or a copy of a check, or a check stub to substantiate the amount paid. Supporting documentation must be **legible, clear, and organized**. HWS OHS must be able to tie your request to the amounts claimed for each budget line item. Costs can only be reimbursed if they have been included in the Subrecipient Agreement.

If the same backup documentation applies to multiple claims (for example, a cost allocated between multiple grants), a copy of that backup documentation must be included in each claim. Claims for the same subrecipient are reviewed separately and may be reviewed by different staff members.

Documentation for each budget category should be bundled together and identified with a summary sheet or label identifying the Budget Line Item and the Eligible Activity. A spreadsheet itemizing the expenses, or at a minimum, an adding machine tape showing the expenses with a matching amount on the claim form is helpful. The clearer the information is that you provide, the quicker we will be able to process the claim.

Any costs that are unusually large or are otherwise unusual in nature should include a justification for the purpose of the cost and its relation to the program and to the particular budget category or activity that it is being claimed in. For example, an unusual cost being claimed to Street Outreach should include a programmatic justification demonstrating how it fits into one of the categories under 24 CFR §576.101 (Street outreach component).

Fiscal staff reviews each claim for expenses that are: eligible, allowable, allocable, and reasonable.

- **Allowable** (2 CFR §200.403)
- **Allocable** (2 CFR §200.404)
- **Reasonable** (2 CFR §200.405)

HUD has provided the following guidance on reasonable costs:

“Costs are considered ‘reasonable’ if they do not exceed what a prudent person would incur under similar circumstances. All costs must pass the ‘rational person’ test by meeting all of the following criteria: The cost would be recognized as ordinary and necessary for the operation of the organization and/or project.

The cost is in accordance with market prices for comparable goods or services as evidenced by cost estimates and documentation.

The individuals responsible for incurring the cost acted with prudence and for the benefit of the organization and its activities.

The cost has been incurred after following the established practices of the organization, in accordance with the terms and conditions of the award.”

DOCUMENTATION REQUIRED BY HWS FISCAL PRIOR TO CLAIMING

At time of client housing move-in:

- Lease agreement, Rental Calculation, Rent Reasonableness, Utility Allowance worksheet (does not need to be submitted with each claim. ***Must be submitted at client move-in and each time change occurs.***)

CLAIM DOCUMENTATION REQUIRED BY HWS

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

❖ SIGNED/DATED Payment Request Form (<u>current version</u> of Form 3106 or Form 2076A, depending on the grant)
❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense explanation of charges. ▪ Include Proof of Payment (I.E: Cancelled check or Pay 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)

8. FEES AND MILEAGE

As per direction from HUD, following is information on the eligibility of some fees. Costs listed as eligible must be necessary and reasonable for performance of the project, as determined by HWS OHS, HUD, and/or HCD. Those not addressed will be handled on a case-by-case basis.

ELIGIBLE	NOT ELIGIBLE
Reconnection fees for utilities	Late fees on utilities that are either in the clients' name or in the agencies name
Utility arrears (if an invoice is included that shows the service period is within the grant period)	Late fees for rent
Money order fees	Credit card interest
Convenience fees for online or phone payments	Meal Break Penalty Pay
Debit card fees	Membership Fees (i.e., Costco, Sam's Club)
Reasonable service/delivery fees/Tips for grocery delivery	
Bag fees for groceries	

All mileage costs must be necessary and reasonable for performance of the project, as determined by HWS OHS, HUD, and/or HCD. Standards for mileage are as follows:

- If mileage is claimed according to distances from an online map service, a printout of the online map should be included with the request.
- If mileage is claimed according to odometer readings, a log with the to/from locations, purpose of travel, and before/after odometer readings should be included with the request. Odometer readings may differ from online map service results by up to five (5) miles. When reviewing the claim, HWS will check distances for some or all of the trips and, if found to be more than five (5) miles over an online map service result, will disallow any mileage costs over that amount for that trip.

9. CAPITAL PURCHASES AND VEHICLES (2 CFR §200.439)

Capital expenditures, including vehicles, are allowable, provided that items with a unit cost

of \$5,000 or more have the prior written approval of HWS OHS ***before the item is purchased***. HWS OHS will require proof that due diligence was achieved on the part of the subrecipient to ensure that the purchase is reasonable and was made using the federal procurement standards referenced in 2 CFR §200.318, §200.319, and §200.320.

Capital purchases, including vehicles, must include a written justification for how the purchase will be used and why the agency needs it.

10. PROCUREMENT STANDARDS

Agencies must follow the federal procurement standards found in 2 CFR §200.318, §200.319, and §200.320.

11. INDIRECT COSTS (2 CFR §200.414, 2 CFR §576.109)

Direct costs are defined as “those costs that can be identified specifically with a particular final cost objective.” For ESG programs, most expenses are direct costs and are exclusively used for that program (e.g., case manager salary, rental assistance for clients, purchase of food for shelter meals).

In contrast, indirect costs are costs “incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted.” These costs are shared by more than one program and are limited to facilities and administrative (F&A) costs. Indirect Costs on HWS OHS contracts correspond to the types of costs that are categorized as Administrative Costs on other HWS OHS contracts.

Facilities costs are defined as “depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.” Administrative costs are defined as “general administration and general expenses such as the director’s office, accounting, and personnel.”

Unless notified otherwise before the contract is executed, HWS OHS assumes a 15% de minimis rate for subrecipients’ indirect costs. This rate is based on the Modified Total Direct Cost (MTDC), which is composed of “All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, sub-awards and sub-contracts up to the first \$50,000 of each sub-award or sub-contract (regardless of the period of performances under the award).” Because most non-staffing ESG costs, such as equipment and rental costs, are excluded from the MTDC, HWS OHS will base this 15% rate on staff salaries/benefits, unless notified otherwise before the contract is executed. The amount of Indirect Costs allowed under the contract will be included as a separate line item.

More information about ESG indirect costs can be found in HUD's [Indirect Cost Toolkit for CoC and ESG Programs](#).

12. ELIGIBLE ACTIVITIES

- a) Street Outreach (24 CFR §576.101)
 - Engagement
 - Case Management
 - Emergency Health Services
 - Emergency Mental Health Services
 - Transportation
- b) Emergency Shelter (24 CFR §576.102)
 - Essential Services
 - Case Management
 - Child Care
 - Education Services
 - Employment Assistance and Job Training
 - Outpatient Health Services
 - Legal Services
 - Life Skills Training
 - Mental Health Services
 - Substance Abuse Treatment Services
 - Transportation
 - Renovation
 - Shelter Operations
- c) Rapid Re-Housing (24 CFR §576.104)
 - Financial Assistance
 - Rental Application Fees
 - Security Deposits
 - Last Month's Rent
 - Utility Deposits
 - Utility Payments
 - Moving Costs
 - Services
 - Housing Search and Placement
 - Housing Stability Case Management
 - Mediation
 - Legal Services
 - Credit Repair
 - Short-Term and Medium-Term Rental Assistance

In addition to the regular ESG activities listed above, certain additional activities have been added specifically for ESG in response to the COVID-19 pandemic. These activities include:

- a) Street Outreach
 - Laundry Services, including paying for laundry trucks to outdoor locations

where people are residing

- Vaccine Incentives up to \$50 per dose to people experiencing homelessness
- Transportation of staff or program participants to/from vaccine events
- Hazard Pay for staff working directly to prevent, prepare for, and respond to COVID-19 among persons who are homeless or at risk of homelessness
- Volunteer Incentives – reasonable incentives to volunteers (e.g., cash or gift cards) helping to provide necessary services

b) Emergency Shelter

- Vaccine Incentives up to \$50 per dose to people experiencing homelessness
- Vaccination Event space rental costs
- Transportation of staff or program participants to/from vaccine events
- Hazard Pay for staff working directly to prevent, prepare for, and respond to COVID-19 among persons who are homeless or at risk of homelessness
- Volunteer Incentives – reasonable incentives to volunteers (e.g., cash or gift cards) helping to provide necessary services

c) Rapid Re-Housing

- Sponsor-Based Rental Assistance – Units are leased by the subrecipient and are subleased by the subrecipient to the household
- Renters Insurance for households receiving rapid rehousing assistance
- Landlord Incentives – can total 3x cost of rent charged for the unit and can cover:
 - Signing bonuses up to 2x rent
 - Repair damages not covered by security deposit
 - Additional months of security deposits
 - Maintenance to expedite turnover
 - Referral bonuses for landlords who recruit other landlords
 - Cleaning units
- Essential Services (normally only eligible under Emergency Shelter)
 - Case Management
 - Child Care
 - Education Services
 - Employment Assistance and Job Training
 - Outpatient Health Services
 - Legal Services
 - Life Skills Training
 - Mental Health Services
 - Substance Abuse Treatment Services
 - Transportation
- Vaccine Incentives up to \$50 per dose to people experiencing homelessness
- Hazard Pay for staff working directly to prevent, prepare for, and respond to COVID-19 among persons who are homeless or at risk of homelessness

- Volunteer Incentives – reasonable incentives to volunteers (e.g., cash or gift cards) helping to provide necessary services

13. BUDGET MODIFICATIONS

After the effective date of the Agreement, no changes to program budget, funded homeless service providers, or eligible activities shall be made without prior written approval from HWS OHS. Any changes to the Agreement must be made in writing and approved by HWS OHS prior to implementing the change.

14. ADVANCES

Advance requests are subject to the availability of funds by HWS OHS and the needs of the subrecipient, as determined at the sole discretion of HWS OHS. 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.

- 1. Advance Request.** The Subrecipient must submit a written request on agency letterhead and complete the 2076A form. If requested by HWS OHS, the Subrecipient must also submit their written procedures outlining their management of Federal funds and their fund control and accountability standards as per 2 CFR §200.305(b)(1):

The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

- 2. Advances are held to a minimum amount as per CFR 2 §200.305(b)(1):**

Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or

project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

3. Advances are held in interest bearing accounts, with interest in excess of \$500 per year being returned to HUD annually as per CFR 2 §200.305(b)(8) and (9):

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:

- (i) The non-Federal entity receives less than \$120,000 in Federal awards per year.*
- (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.*
- (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.*
- (iv) A foreign government or banking system prohibits or precludes interest bearing accounts.*

(9) Interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually. Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense.

HWS OHS reserves the right to approve or deny any advance request.

15. SUBCONTRACTS

Subrecipient must provide copies of any subcontracts or MOU's for any services will be provided under this grant prior to those services being provided.

B. INSPECTION AND AUDITS

1. The Subrecipient shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement (refer to Recordkeeping Requirements).
2. Authorized representatives of HWS and the federal/state governments shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for the purpose of performing an audit, evaluation, inspection, review, assessment, or

examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right, upon request, to inspect or otherwise evaluate the work performed under this Agreement and the premises in which it is being performed.

3. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for five (5) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later.
4. Should the Subrecipient disagree with any audit conducted by HWS, the Subrecipient shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with HWS a certified financial and compliance audit (in compliance with generally accepted government auditing standards) of related services provided during the term of this Agreement. The Subrecipient will not be reimbursed by HWS for such an audit.
5. In the event the Subrecipient does not make available its books and financial records at the location where they are normally maintained, the Subrecipient agrees to pay all necessary and reasonable expenses, including legal fees, incurred by HWS in conducting any audit.
6. All Agreement deliverables and equipment furnished or utilized in the performance of this Agreement shall always be subject to inspection by HWS during the term of this Agreement. The Subrecipient shall provide adequate cooperation to any employee assigned by HWS in order to permit their determination of the Subrecipient's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

C. WITHHELD PAYMENTS

Unearned payments under this Agreement may be suspended or terminated if grant funds to HWS OHS are suspended, terminated, or if the Subrecipient refuses to accept additional conditions imposed on it by HUD, HCD, or HWS OHS.

HWS OHS has the authority to withhold funds under this Agreement pending a final determination by HWS OHS of questioned expenditures or indebtedness to HWS OHS arising from past or present agreements between HWS OHS and the Subrecipient. Upon final determination by HWS OHS of disallowed expenditures or indebtedness, HWS OHS may deduct and retain the amount of the disallowed expenditures or indebtedness from the amount of the withheld funds.

Payments to the Subrecipient may be withheld by HWS OHS if the Subrecipient fails to comply

with the provisions of this Agreement.

D. FISCAL ACCOUNTABILITY

The Subrecipient agrees to manage funds received through HWS OHS in accordance with sound accounting policies, incur and claim only eligible costs for reimbursement, and adhere to accounting standards established in 2 CFR Part 200.

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

All supporting documentation needs to show that costs are eligible, allowable, allocable, and reasonable.

E. AVAILABILITY OF FUNDING

Funding for this Agreement is subject to the continuing availability of funds provided to HWS OHS during the Agreement period. HWS OHS will inform the Subrecipient, immediately upon notice from HUD and/or HCD, of any limitation of the availability of funds. Both parties understand that HWS OHS makes no commitment to fund this project beyond the term of this Agreement.

F. RECORDKEEPING REQUIREMENTS

The Subrecipient must establish, maintain and implement written standard operating procedures for ensuring that ESG program funds are used in accordance with the recordkeeping requirements and must establish and maintain sufficient records to enable HWS OHS, HUD, and/or HCD to determine whether the Subrecipient is meeting the requirements of 24 CFR §576.500.

1. The Subrecipient must maintain and follow written intake procedures to ensure program compliance. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless or chronically homeless status and eligibility. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. Records contained in HMIS, or comparable database used by victim service or legal service providers, are acceptable evidence of third-party documentation and intake worker observations if the HMIS, or comparable database, retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made, and if the HMIS prevents overrides or changes of the

dates on which entries are made.

2. As part of the Chronically Homeless definition, evidence that the individual is a homeless individual with a disability must include documentation at intake of the evidence relied

upon to establish and verify the disability of the person applying for homeless assistance. Acceptable evidence of the disability includes written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long-continuing or of indefinite duration and substantially impedes the individual's ability to live independently; written verification from the Social Security Administration; the receipt of a disability check (e.g., Social Security Disability Insurance check or Veteran Disability Compensation); intake staff-recorded observation of disability that, no later than 45 days from the application for assistance, is confirmed and accompanied by the required evidence.

3. Subrecipient must ensure that records of all grant activities are complete and correct to enable HWS OHS, HUD, and/or HCD to determine whether recipient and Subrecipients are meeting ESG requirements and must be retained for the five (5) years after final payment has been made or until all pending HWS OHS, state, and federal audits, if any, are completed, whichever is later. If a restrictive covenant is in effect, records shall be maintained until the covenant expires.

The Subrecipient agrees to keep all records containing protected information secure and confidential.

4. Program participant records. In addition to evidence of homeless or chronically homeless status, as applicable, the Subrecipient must keep records for each program participant that document:

- Coordinated Entry System (CES): Subrecipients must retain evidence of referral received from CES and/or HomeConnect that initiated program assistance.
- Subrecipients will ensure to protect participant information which will include location of any program participant and their housing will not be made public.
- Services provided: All services, assistance and type of supportive services provided to the program participant (at least one documented activity per month), including evidence that the Subrecipient has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR §576.101(a)(2), must be documented in the participant file. Where applicable, compliance with the terminating assistance requirement in 24 CFR §576.402.
- Annual income: For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Subrecipient must keep the documentation of annual income specified by HUD and completed by the Subrecipient; and source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement)

for the assetsheld by the program participant and income received before the date of the evaluation; to the extent that source documents are unobtainable, a written

statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the Subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or to the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the 3-month period following the evaluation. Income of program participants must be calculated in accordance with 24 CFR §5.609 and 24 CFR §5.611(a).

- Utility allowance: For all utility allowance calculations, Subrecipients must utilize the most current utility allowance charts provided by the Housing Authority of the County of Riverside (see attachment).
- Housing standards: The Subrecipient must retain documentation of compliance with the housing standards in 24 CFR §576.403, including inspection reports.
- Occupancy agreements and leases: Subrecipient must retain all signed occupancy agreements or leases for program participants residing in housing.

G. PARTICIPATION IN COORDINATED ENTRY SYSTEM (24 CFR §576.400)

HWS OHS funded projects are required to participate in the local Coordinated Entry System. As defined by HUD:

“Coordinated entry is a key step in assessing the needs of homeless individuals and families and prioritizing them for assistance. In addition to engaging people who are seeking assistance, Coordinated Entry processes should be integrated with communities’ outreach work to ensure that people living in unsheltered locations are prioritized for help. Coordinated Entry should achieve several goals:

1. make it easier for persons experiencing homelessness or a housing crisis to access the appropriate housing and service interventions;
2. prioritize persons with the longest histories of homelessness and the most extensive needs;
3. lower barriers to entering programs or receiving assistance; and,
4. ensure that persons receive assistance and are housed as quickly as possible.”

H. ASSESSMENT AND MONITORING

Riverside County is on record as the applicant and grantee for the ESG grant funds. As such, Riverside County HWS OHS is responsible for ensuring that the funds received by Subrecipients are utilized according to federal law and policy, and that goals established in the Contract are being met. To ensure that the County and Subrecipients comply with HUD, HCD, and all applicable policies, HWS will conduct program, financial, and contract compliance monitoring visits at least once annually. All agencies will be required to display discrimination policies visible to the public.

Reviews will be conducted by representatives from HWS OHS staff and the Subrecipient's fiscal liaison. The purpose of the monitoring visit is to assess how well the Subrecipient is implementing its grant and/or to offer technical assistance.

In preparation for the monitoring session, whether virtual or on-site, the monitoring team will contact the Subrecipient to arrange a mutually convenient date for the monitoring session, explain the purpose of monitoring, and provide an advance copy of the monitoring tool.

The County will follow a monitoring plan and conduct a Monitoring Entrance and Exit Meeting. During the Entrance meeting, the monitoring team will meet Subrecipient key personnel and provide an overview of the review process. At the Exit meeting, the County will review and comment on areas which might be a finding or a concern during the visit.

HWS OHS will prepare a Monitoring Report for the review not later than thirty (30) days after the visit. The Subrecipient will be given, if appropriate, thirty (30) days to respond to the report, including submission of a corrective action plan to address any concern(s)/finding(s).

Subrecipients agree to facilitate and be subject to monitoring grant activities by HWS OHS to ensure compliance with applicable ESG regulations and requirements. In addition, projects will be evaluated for HUD System Performance Measures outcome. The monitoring must cover each function and activity.

1. A monitoring session (whether onsite or virtual) of the homeless service provider shall occur whenever deemed necessary by HWS OHS, but at least once during the grant period.
2. HWS OHS will monitor the performance of the Subrecipient based on a risk assessment and according to the terms of this Agreement.
3. HWS OHS will monitor the Subrecipient, and funded project based on the performance measures used by HUD in the ESG Program. If needed, HWS OHS will work collaboratively with the Subrecipient to develop performance improvement plans which will be incorporated into this Agreement.
4. If it is determined that a Subrecipient falsified any certification, application and/or client information, financial, or contract report, the Subrecipient shall be required to reimburse the full amount of the ESG award to HWS OHS and may be prohibited from any further participation in HWS OHS programs. HWS OHS may impose any other actions permitted under 24 CFR §576.501(c).

I. MINIMUM HABITABILITY STANDARDS

Subrecipients of ESG grant funds must abide by the Minimum Habitability Standards for Shelter and Permanent Housing under 24 CFR §576.403. In addition, Subrecipients must

provide housing or services that comply with all applicable State and local housing codes, licensing requirements, and any other requirements in the project 's jurisdiction.

Prior to providing assistance on behalf of a program participant, Subrecipients must physically inspect each unit to assure that the unit meets the Minimum Habitability Standards. This requirement is designed to ensure that program participants are placed in housing that is suitable for living.

Housing provided to a CoC program participant must be decent, safe, and sanitary. This applies to leased housing and where rental assistance payments are made.

Assistance will not be provided for units that fail to meet the Minimum Habitability Standards, unless the owner corrects any deficiencies within 30 days from the date of the initial inspection and the recipient or Subrecipient verifies that all deficiencies have been corrected.

Subrecipients must follow the Minimum Habitability Standard General Requirements listed below and must complete the ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing: Checklist (24 CFR §576.403). See Exhibit D on page 32.

1. Sanitary facilities;
2. Food preparation and refuse disposal;
3. Space and security;
4. Thermal environment;
5. Illumination and electricity;
6. Structure and materials;
7. Interior air quality;
8. Water supply;
9. Lead-based paint;
10. Access;
11. Site and neighborhood;
12. Sanitary condition; and
13. Smoke Detectors.

Following are the types of inspections to be performed:

1. Initial: An inspection that must take place to ensure that the unit passes the Minimum Habitability Inspection before assistance can begin; this inspection is conducted upon receipt of Request for Tenancy Approval;
2. Annual: An inspection to determine that the unit continues to meet the Minimum Habitability Requirements; this inspection must be conducted within 12 months of the last annual inspection;
3. Complaint: An inspection caused by the authority receiving a complaint from any source

regarding the unit by anyone;

4. Special/Quality Control: An inspection requested/conducted by a third party.

HWS OHS will verify that the initial and annual inspections were conducted during project monitoring which will occur approximately 6 months after project implementation. HWS OHS will monitor for Habitability in accordance with the Code of Federal Regulations 24 CFR §576.403, by conducting quality control inspections for a sample of ten percent (10%) of a project's actively enrolled units, to meet HUD requirements. The purpose of Quality Control inspections is to ascertain that Subrecipients are conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of Minimum Habitability Inspection.

II. Lead Based Paint

Subrecipient must comply with HUD/EPAs Lead-Based Paint Disclosure Rule and HUD's Lead Safe Housing Rule. Before ratification of a contract or lease, provide program participant's with an EPA-approved information pamphlet on identifying and controlling lead-based paint hazards "Protect Your Family From Lead In Your Home" pamphlet. The seller or landlord must disclose any information such as the location of the lead-based paint and or lead based paint hazards, landlord must also provide any reports, or records of lead-based hazards. An attachment to the lease also needs to include a Lead Warning Statement that states the landlord has complied with all lead paint notification requirements.

J. LEASE AGREEMENT (24 CFR §576.106)(g)

For project-based rental assistance, a lease is required to have an initial term of at least one year, to be renewable, and to be terminable only for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

Subrecipient must retain a copy of a duly executed lease agreement in the participant's file.

K. RENT REASONABLENESS (24 CFR §982.507)

The Subrecipient must determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted units, considering the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units.

The Subrecipient agrees to obtain and retain records of rent reasonableness for all ESG Program participants prior to providing assistance.

Subrecipients must retain a completed rent reasonableness certification in the client file. See Exhibit E on page 40.

L. ESG PROGRAM COMPLIANCE

This section is to ensure compliance with the requirements of 24 CFR Part 576 (Emergency Solutions Grants Program).

1. Participation of Homeless Individuals

The recipient or Subrecipient must document its compliance with the homeless participation

requirements under 24 CFR §576.405, which is as follows:

§576.405 Homeless participation.

(a) Unless the recipient is a State, the recipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG).

(b) If the recipient is unable to meet requirement under paragraph (a), it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG). The plan must be included in the annual action plan required under 24 CFR 91.220.

(c) To the maximum extent practicable, the recipient or subrecipient must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

2. Faith-Based Activities

Subrecipient shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite.

The Subrecipient must document its compliance with faith-based activities requirements under 24 CFR §576.406, which is as follows:

1. Equal treatment of program participants and program beneficiaries.

- (i) Program participants: Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the program. Neither the Federal Government nor a State or local government receiving funds under the program shall discriminate against an organization on the basis of the organization's religious character or affiliation. Recipients and Subrecipients of program funds shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
- (ii) Beneficiaries: In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, program participants shall not discriminate against current or prospective

program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

2. Separation of explicitly religious activities: Subrecipients of funds that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such services outside of programs that are supported with federal financial assistance separately, in time or location, from the programs or services funded under this part, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services.
3. Religious identity: A faith-based organization that is a Subrecipient of program funds is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

3. Involuntary Family Separation

The recipient or subrecipient must document its compliance with involuntary family separation requirements under 24 CFR §576.102(b), which is as follows:

(b) Prohibition against involuntary family separation. The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.

4. Discrimination Policy

Federal and California State laws note that discrimination can be based on race, color, national

origin or gender. Discrimination can also be based on age, religion, disability, familial status or sexual orientation.

M. HOUSING FIRST

Subrecipients are required to follow the Housing First model, which prioritizes rapid placement and stabilization in permanent housing that does not have service participation requirements, or preconditions. This means projects must allow entry to program participants regardless of their income, current or past substance use, history of victimization (e.g., domestic violence, sexual assault, childhood abuse), and criminal record – with the exception of restrictions imposed by federal, state or local law or ordinance (e.g., restrictions on serving people who are listed on sex offender registries).

Subrecipients must commit to applying the Housing First model to all funded projects.

N. AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. This obligation to affirmatively further fair housing has been in the Fair Housing Act since 1968 (for further information see Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3608 and Executive Order 12892). HUD's AFFH rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development."

O. EQUAL ACCESS RULE

Subrecipients are required to abide by HUD's Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity final rule 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982. This rule clarifies that all otherwise eligible families, regardless of marital status, sexual orientation, or gender identity, will have the opportunity to participate in HUD programs. In the majority of HUD's rental programs, the term "family" already has a broad scope and includes a single person and families with or without children.

HUD's rule clarifies that otherwise eligible families may not be excluded because one or more members of the family may be a lesbian, gay, bisexual, and/or transgender (LGBT) individual, have an LGBT relationship, or be perceived to be such an individual or in such relationship.

This rule prohibits Subrecipients of HUD-assisted housing from asking about an applicant or occupant's sexual orientation and gender identity for the purpose of determining eligibility or otherwise making housing available.

P. VIOLENCE AGAINST WOMEN ACT (VAWA)

The Violence Against Women Reauthorization Act of 2013 (VAWA 2013) significantly expanded housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD's core housing and homelessness programs. Subrecipients must comply with the VAWA final rule.

Q. ENVIRONMENTAL REQUIREMENTS

The Subrecipient shall cooperate with HWS OHS staff and supply all available, relevant information necessary for HWS OHS to perform for each property any environmental review as required under 24 CFR Part 50. The Subrecipient shall also carry out mitigating measures required by HWS OHS or select an alternate eligible property.

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

For all funded applications, HWS OHS will inform the Subrecipient of any required additional environmental review.

R. TERMINATION OF ASSISTANCE TO PROGRAM PARTICIPANTS (24 CFR §576.402)

A recipient may terminate assistance to a participant who violates program requirements or conditions of occupancy. The recipient must provide a formal process that recognizes the due process of law. Recipients may resume assistance to a participant whose assistance has been terminated. Recipients that are providing permanent supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all circumstances in determining whether termination is appropriate. Under this rule, HUD has determined that a participant's assistance should be terminated only in the most severe cases.

S. CRIMINAL BACKGROUND

The Subrecipient providing services to minors is required to conduct criminal background

records checks on all employees, subcontractors, and volunteers providing services under the ESG Program. Subrecipient must retain a copy of a criminal background records verification and make it available for review by HWS OHS.

ESG PROGRAM REFERENCE GUIDE

1. 24 CFR Part 576 (Emergency Solutions Grants Program)
<https://www.ecfr.gov/cgi-bin/text-idx?node=pt24.3.576>
2. 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
<https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>
3. HUD Exchange
<https://www.hudexchange.info/programs/esg/>
4. HUD Virtual Binders
<https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/>
5. Coordinated Entry Policy Brief
<https://www.hudexchange.info/resource/4427/coordinated-entry-policy-brief/>
6. Riverside County ohs Division and Funded Programs Website

<https://rivcohws.org/OHS>
7. Indirect Cost Toolkit for CoC and ESG Programs
<https://www.hudexchange.info/resource/6289/indirect-cost-toolkit-for-coc-and-esg-programs/>
8. HUD Notice CPD-20-08: Waivers and Alternative Requirements for the ESG Program Under the CARES Act
<https://www.hudexchange.info/resource/6135/notice-cpd-20-08-waivers-and-alternative-requirements-for-the-esg-program-under-the-cares-act/>

EXHIBIT A – 2076A (HWS OHS CLAIM 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

EXHIBIT B – HWS OHS ESG TIME/ACTIVITY REPORT

HUD EMERGENCY SOLUTIONS GRANT TIME & ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
RAPID REHOUSING STAFF																																
Case Management																																0.00
Housing																																0.00
Total Rapid Rehousing																																
HOMELESSNESS PREVENTION STAFF																																
Case Management																																0.00
Housing																																0.00
Total Homelessness Prevention																																
EMERGENCY SHELTER STAFF																																
Case Management																																0.00
Housing																																0.00
Total Emergency Shelter																																
OUTREACH STAFF																																
Engagement																																0.00
Case Management																																0.00
Total Outreach																																
ADMIN STAFF																																
Administration																																0.00
Total ADMIN																																
Non-Project																																0.00
Total Non-Project																																
Vacation																																0.00
Sick																																0.00
Holiday																																0.00
Other Paid Time Off																																0.00
Total Fringe																																
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	

Total Hours 0.00
 Total Fringe Hours 0.00
 Difference 0.00
 Actual Hours - Rapid Rehousing 0.00
 Actual Hours - Homelessness Prevention 0.00
 Actual Hours - Emergency Shelter 0.00
 Actual Hours - Outreach 0.00
 Actual Hours - ADMIN 0.00
 Non-Project Hours 0.00

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

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

EXHIBIT C – PROGRAM INCOME REPORT

PROGRAM INCOME REPORT

SUBRECIPIENT NAME:

GRANT #:

[illegible]

EXHIBIT D – ESG MINIMUM HABITABILITY STANDARDS INSPECTION CHECKLIST

ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing: Checklists

About this Tool

The Emergency Solutions Grants (ESG) Program Interim Rule establishes different habitability standards for emergency shelters and for permanent housing (the Rapid Re-housing and Homelessness Prevention components).

- **Emergency Shelter Standards.**
 - Emergency shelters that receive ESG funds for renovation or shelter operations must meet the minimum standards for safety, sanitation, and privacy provided in §576.403(b).
 - In addition, emergency shelters that receive ESG funds for renovation (conversion, major rehabilitation, or other renovation) also must meet state or local government safety and sanitation standards, as applicable.
- **Permanent Housing Standards.** The recipient or subrecipient cannot use ESG funds to help a program participant remain in or move into housing that does not meet the minimum habitability standards under §576.403(c). This restriction applies to all activities under the Homelessness Prevention and Rapid Re-housing components.

Recipients and subrecipients must document compliance with the applicable standards. Note that these checklists do not cover the requirements to comply with the Lead-Based Paint requirements at §576.403(a). For more discussion about how and when the standards apply, see *ESG Minimum Standards for Emergency Shelters and Permanent Housing*, located at <http://OneCPD.info/esg>.

The checklists below offer an optional format for documenting compliance with the appropriate standards. These are intended to:

1. Provide a clear summary of the requirements and an adaptable tool so recipients and subrecipients can formally assess their compliance with HUD requirements, identify and carry out corrective actions, and better prepare for monitoring visits by HUD staff.
2. Provide a tool for a recipient to monitor that its subrecipient is in compliance with HUD requirements. Where non-compliance is identified, the ESG recipient can use this information to require or assist the subrecipient to make necessary changes.

Prior to beginning the review, the subrecipient should organize relevant files and documents to help facilitate their review. For instance, this may include local or state inspection reports (fire-safety, food preparation, building/occupancy, etc.), or policy and procedure documents related to emergency shelter facility maintenance or renovations.

Carefully read each statement and indicate the shelter's or unit's status for each requirement (Approved or Deficient). Add any comments and corrective actions needed in the appropriate box. The reviewer should complete the information about the project, and sign and date the form. This template includes space for an "approving official," if the recipient or subrecipient has designated another authority to approve the review. When the assessment is complete, review it with program staff and develop an action plan for addressing any areas requiring corrective action.

Minimum Standards for Emergency Shelters

Instructions: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. A copy of this checklist should be placed in the shelter's files.

Approved	Deficient	Standard (24 CFR part 576.403(b))
		1. <i>Structure and materials:</i> a. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents. b. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance uses Energy Star and ~~WaterSense~~ products and appliances.
		2. <i>Access.</i> Where applicable, the shelter is accessible in accordance with: a. Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; b. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and c. Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35.
		3. <i>Space and security:</i> Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
		4. <i>Interior air quality:</i> Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		5. <i>Water Supply:</i> The shelter's water supply is free of contamination.
		6. <i>Sanitary Facilities:</i> Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		7. <i>Thermal environment:</i> The shelter has any necessary heating/cooling facilities in proper operating condition.
		8. <i>Illumination and electricity:</i> a. The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. b. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
		9. <i>Food preparation:</i> Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		10. <i>Sanitary conditions:</i> The shelter is maintained in a sanitary condition.
		11. <i>Fire safety:</i> a. There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas. b. All public areas of the shelter have at least one working smoke detector. c. The fire alarm system is designed for hearing-impaired residents. d. There is a second means of exiting the building in the event of fire or other emergency.
		12. If ESG funds were used for renovation or conversion, the shelter meets state or local government safety and sanitation standards, as applicable.
		13. Meets additional recipient/subrecipient standards (if any).

CERTIFICATION STATEMENT

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

- ☐ Property meets all of the above standards.
- ☐ Property does not meet all of the above standards.

COMMENTS:

ESG Recipient Name: _____

ESG Subrecipient Name (if applicable): _____

Emergency Shelter Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Evaluator Signature: _____ Date of review: _____

Evaluator Name: _____

Approving Official Signature (if applicable): _____ Date: _____

Approving Official Name (if applicable): _____

Minimum Standards for Permanent Housing

Instructions: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved	Deficient	Standard (24 CFR part 576.403(c))
		1. <i>Structure and materials:</i> The structure is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents.
		2. <i>Space and security:</i> Each resident is provided adequate space and security for themselves and their belongings. Each resident is provided an acceptable place to sleep.
		3. <i>Interior air quality:</i> Each room or space has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		4. <i>Water Supply:</i> The water supply is free from contamination.
		5. <i>Sanitary Facilities:</i> Residents have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		6. <i>Thermal environment:</i> The housing has any necessary heating/cooling facilities in proper operating condition.
		7. <i>Illumination and electricity:</i> The structure has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There are sufficient electrical sources to permit the safe use of electrical appliances in the structure.
		8. <i>Food preparation:</i> All food preparation areas contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		9. <i>Sanitary condition:</i> The housing is maintained in sanitary condition.
		10. <i>Fire safety:</i> - There is a second means of exiting the building in the event of fire or other emergency. - The unit includes at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors are located, to the extent practicable, in a hallway adjacent to a bedroom. - If the unit is occupied by hearing-impaired persons, smoke detectors have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person. - The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.
		11. Meets additional recipient/subrecipient standards (if any).

CERTIFICATION STATEMENT

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

- ☐ Property meets all of the above standards.
- ☐ Property does not meet all of the above standards.

COMMENTS:

ESG Recipient Name: _____

ESG Subrecipient Name: _____

Program Participant Name: _____

Street Address: _____

Apartment: _____

City: _____ State: _____ Zip: _____

Evaluator Signature: _____ Date of review: _____

Evaluator Name: _____

Approving Official Signature (if applicable): _____ Date: _____

Approving Official Name (if applicable): _____

EXHIBIT E – RENT REASONABLENESS CHECKLIST AND CERTIFICATION

RENT REASONABLENESS CHECKLIST AND CERTIFICATION

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities				
Unit:				
Site:				
Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent				
Utility Allowance				
Gross Rent				
Handicap Accessible?				

CERTIFICATION:

A. Compliance with Payment Standard

Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed applicable Payment Standard of

\$_____.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [] is [] is not reasonable.

Name:	Signature:	Date:

EXHIBIT F – ADDITIONAL STREET OUTREACH GUIDANCE

ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.

Street Outreach should be principally focused to one goal: that of supporting persons experiencing homelessness in achieving some form of permanent, sustainable housing. While Street Outreach teams may use incentives to encourage trust and build relationships, or to ensure that homeless households' emergency needs are met, the awards made should be used with permanent housing as the end goal rather than simply seeking to alleviate the burden of living on the streets.

Target Population

The term "Unsheltered homeless people" means an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

Subrecipients must determine an individual or family's vulnerability and willingness or ability to access emergency shelter, housing, or an appropriate health facility, prior to providing essential services under this component to ensure that ESG funding is used to assist those with the greatest need for street outreach assistance.

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

Diversion

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

with community resources and family supports; housing search and placement to help individuals and families resolve their immediate housing crisis.

Homeless response systems and shelters should engage in diversion strategies because it reduces new entries into homelessness, cuts down on shelter wait lists, reduces demand for limited shelter beds, and targets more intensive homelessness interventions to those with higher needs. – *National Alliance to End Homelessness*

Universal Assessment

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

Eligible Costs

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

1. **Engagement:** The costs of activities to locate, identify, and build relationships with unsheltered homeless people including:
 - a. Initial assessment of needs and eligibility (VI-SPDAT)
 - b. Providing crisis counseling
 - c. Actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs
 - d. Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries
 - e. Cell phone costs for outreach workers during the performance of street outreach activities
 - f. Salaries of staff conducting engagement work
2. **Case Management:** The costs of assessing housing or service needs, arranging, coordinating, monitoring the delivery of individualized services including:
 - a. Using Riverside County Coordinated Entry system
 - b. Initial evaluation including verifying and documenting eligibility
 - c. Counseling

- d. Developing, securing, and coordinating services
 - e. Obtaining Federal, state, and local benefits
 - f. Monitoring and evaluating participant progress
 - g. Providing information and referrals to other providers
 - h. Developing an individualized housing and service plan, including planning a path to permanent housing stability
 - i. Salaries of staff conducting case management
3. **Emergency Health Services:** The costs of outpatient treatment of medical conditions provided by licensed medical professionals operating in community-based settings (e.g. streets, parks, and campgrounds) to those ***eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility***. Eligible treatment consists of:
- a. Assessing participant's health problems and developing a treatment plans
 - b. Assisting participants to understand their health needs
 - c. Providing or helping participants to obtain appropriate emergency medical treatment
 - d. Providing medication and follow-up services.
4. **Emergency Mental Health Services:** The costs of outpatient treatment of urgent mental health conditions by licensed mental health professionals in community-based settings (e.g. streets, parks, and campgrounds) to those ***eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility***, including:
- a. Crisis interventions
 - b. The prescription of psychotropic medications
 - c. Explanation about the use and management of medications
 - d. Combinations of therapeutic approaches to address multiple problems
5. **Transportation**– The costs of travel by outreach workers, social workers, medical professionals, or other service providers during the provision of services eligible street outreach services, including:
- a. The costs of transporting unsheltered people to emergency shelters or other service facilities
 - b. The cost of a participant's travel on public transit
 - c. Mileage allowance for service workers to visit program participants
 - d. Purchasing or leasing a vehicle for staff use in conducting outreach activities, including the cost of gas, insurance, taxes and maintenance for the vehicle
 - e. Costs of staff to accompany or assist participants to use public transportation
6. **Services Special Populations:** The costs of otherwise eligible Street Outreach services that have been tailored to address the needs of the special needs of homeless youth, victims of domestic violence and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless, including:
- a. Engagement
 - b. Case Management

- c. Emergency Health Services
- d. Emergency Mental Health Services
- e. Transportation
- f. Housing Assistance

Safety and Security

Subrecipients should have policies and procedures in place which address providing a safe environment for street outreach workers and participants. Policies and procedures may vary depending on the location and population being served.

HMIS

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

Street Outreach requirements in HMIS:

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

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

Data Collection Challenges: A street outreach project is likely to encounter difficulty engaging homeless persons. Street outreach projects may record a project start with limited information about the client and improve on the accuracy and completeness of client data over time by editing data in an HMIS as they engage the client. The initial entry may be as basic as the project entry date and a de-identified name (e.g., “Redhat Tenthstreetbridge”) that would be identifiable for retrieval by the worker in the system. However, Street Outreach projects are prohibited from establishing protocols that only require outreach workers to collect minimal client data. Over time, outreach workers must attempt to collect all data required for street outreach projects and edit recorded data for accuracy (e.g., replacing “Redhat” with “Robert”) as the worker learns more about the client.

Project start vs enrollment: For Street Outreach projects, the project start date is the date of first contact with the client. The project start date is a required UDE that indicates when a client has joined the project.

Contacts: A street outreach project is expected to record every contact made with each client in the HMIS. A contact is defined as an interaction between a worker and a client designed to engage the client. Contacts may include activities such as a conversation between the street outreach worker and the client about the client's well-being or needs, an office visit to discuss their housing plan, a phone call or a referral to another community service. A contact must be recorded anytime a client is met, including when an engagement date or project start date is recorded on the same day.

Engagements: Per the HMIS Data Standards and by agreement across all federal partners, an engagement date is the date when an interactive client relationship results in a deliberate client assessment or beginning of a case plan. The date of engagement should be entered into HMIS at the point when the client has been engaged by the outreach worker. This date may be on or after the project start date and must be prior to project exit. If the client exits without becoming engaged, the engagement date should be left blank. If the client was contacted on the date of engagement, a contact must also be entered for that date.

Data Quality: Reporting to HUD on data quality for street outreach projects is limited to clients with a date of engagement. Therefore, it is important that outreach workers record the engagement date and also review all of the UDE and applicable Common Program Specific Data Elements for completeness and accuracy. The Date of Engagement coincides with the requirement for HMIS data quality, therefore all UDE should be entered into HMIS at or before the Date of Engagement.

Project Exit: Project exit represents the end of a client's participation with a project. For street outreach projects, the exit date should coincide with the date that the client is no longer considered to be participating in the project. Reasons to exit a client include:

1. The client has entered another project type (e.g., TH, PSH) or otherwise found housing;
2. The client is engaged with another outreach worker or project;
3. The client is deceased;
4. The outreach worker has been unable to locate the client for an extended period of time and there are no recorded contacts. The 'extended period of time' for Riverside County is 3-months.
 - a. If this situation arises, and the client is to be exited from the project due to a lack of regular contact the project exit Destination (3.12) should be listed as "No Exit Interview Completed."

The possibility that the client may not be seen again is not a reason to exit a client from a project, and project exit should only be recorded once project participation has ended, or after the locally-determined period of time has passed without a contact with the client.

File Checklist

The basis of all determinations (eligibility, assistance needed, assistance provided, etc.) must be supported by the evidence documented in the case file. Documentation will enable a supervisor or other entity charged with monitoring the program to readily identify the factors and process that resulted in the determination that each participant assisted met HWS and HUD requirements. Minimum Documentation should include but is not limited to:

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

EXHIBIT G –ADDITIONAL EMERGENCY SHELTER GUIDANCE

Emergency shelter is any facility that has as its primary purpose to provide a temporary shelter for the homeless in general or for specific populations of the homeless, and which does not require occupants to sign leases or occupancy agreements. Effective shelters should embrace a Housing First approach, offer immediate and low-barrier access to anyone facing a housing crisis, and measure shelter performance in order to improve results. Shelter stays, when deemed necessary, should be limited to the shortest time possible to help participants regain permanent housing.

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

Diversion

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

Homeless response systems and shelters should engage in diversion strategies because it reduces new entries into homelessness, cuts down on shelter wait lists, reduces demand for limited shelter beds, and targets more intensive homelessness interventions to those with higher needs. – *National Alliance to End Homelessness*

Universal Assessment

If an individual or family cannot be diverted from the homeless system of care, emergency shelter workers will coordinate with Coordinated Entry so the individual or family can complete the Vulnerability Index Service Prioritization Decision Assistance Tool(VI-SPDAT). The Coordinated Entry System utilizes the VI-SPDAT, TAY VI-SPDAT, and Family VI-SPDAT for determination of housing needs and vulnerability prioritization. These are taken into consideration with other factors to determine housing and services prioritization.

Eligibility

Subrecipients must determine that individuals and families meet one or more of HUD’s Criteria for Defining Homelessness and assess their vulnerability to ensure that only those individuals or

families that have the greatest need for emergency shelter assistance receive ESG-funded assistance. Programs will document that all program participants who receive Emergency Shelter assistance met the eligibility criteria of paragraph (1), (2), or (4) of the "homeless" definition in § 576.2.

Paragraph (1) of the homeless definition:

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

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

Paragraph (2) of the homeless definition:

An individual or family who will imminently lose their primary nighttime residence, provided that:

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

Paragraph (4) of the homeless definition:

Any individual or family who:

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

Essential services

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

follows:

1. Case management:

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

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

2. Child care:

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

3. Education services:

When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible, including:

- a. Instruction or training in consumer education,
- b. Health education,
- c. Substance abuse prevention,
- d. Literacy, English as a Second Language, and General Educational Development (GED).
- e. Screening, assessment and testing;
- f. Individual or group instruction;
- g. Tutoring;
- h. Provision of books, supplies and instructional material;
- i. Counseling; and
- j. Referral to community resources.

4. Employment assistance and job training

The costs of employment assistance and job training programs including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential.

- a. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost.

- b. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
- c. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

5. Outpatient health services

Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. **Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate health services are unavailable within the community.** Eligible treatment consists of:

- a. assessing a program participant's health problems and developing a treatment plan;
- b. assisting program participants to understand their health needs;
- c. providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services;
- d. providing medication and follow-up services;
- e. Providing preventive and noncosmetic dental care.

6. Legal services

Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the state in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing. **Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community.** Eligible subject matters are:

- a. Child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.
- b. Component services or activities may include: participant intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.
- c. Eligible Costs: Fees based on the actual service performed (*i.e.*, fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible.
- d. Ineligible Costs include: Legal services for immigration and citizenship matters, issues relating to mortgages, and retainer fee arrangements and contingency fee arrangements.
- e. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.

7. Life skills training

The costs of teaching critical life management skills that may never have been learned or have

been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are:

- a. Budgeting resources,
- b. Managing money,
- c. Managing a household,
- d. Resolving conflict,
- e. Shopping for food and needed items,
- f. Improving nutrition,
- g. Using public transportation,
- h. Parenting.

8. Mental health services

Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions. **ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.**

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

Eligible treatment consists of:

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

9. Substance abuse treatment services

Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. **ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.** Eligible treatment consists of:

- a. Participant intake and assessment,
- b. Outpatient treatment for up to 30 days
- c. Group and individual counseling and drug testing are eligible costs
- d. Ineligible costs include: Inpatient detoxification and other inpatient drug or alcohol treatment

10. Transportation

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

- a. The cost of a program participant's travel on public transportation;
- b. If service workers use their own vehicles, mileage allowance for service workers to visit

- program participants;
- c. The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle;
 - d. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

11. Services for special populations

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

Operations

Eligible costs are:

1. the costs of maintenance (including minor or routine repairs),
2. rent,
3. security,
4. fuel,
5. equipment,
6. insurance,
7. utilities,
8. food,
9. furnishings,
10. Supplies necessary for the operation of the emergency shelter.
11. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

Ineligible operating or maintenance costs include:

1. Staff salaries (including fringe benefits) paid under the operating costs category are limited to 10 percent of the grant.
 - a. Maintenance and security salary costs are not subject to the 10 percent standard.
2. Recruitment or on-going training of staff
3. Depreciation
4. Costs associated with the organization rather than the supportive housing project (advertisements, pamphlets about organization, surveys, etc.)
5. Staff training, entertainment, conferences, or retreats
6. Public relations or fund raising
7. Bad debts/late fees
8. Mortgage payments

Assistance required under the Uniform Relocation Assistance and Real Property Acquisition

Policies Act of 1970 (URA)

Eligible costs are the costs of providing URA assistance under § 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. Persons that receive URA assistance are not considered "program participants" for the purposes of this part, and relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part.

Other Emergency Shelter Requirements

1. Lead-Based Paint (PLEASE NOTE THIS REQUIREMENT IS WAIVED FOR TEMPORARY NON-CONGREGATE EMERGENCY SHELTERS ESTABLISHED TO PREVENT, PREPARE FOR AND RESPOND TO THE CORONAVIRUS)

Subrecipients will comply with all lead-based paint requirements and maintain documentation. Generally, these provisions require the recipient to screen for, disclose the existence of, and take reasonable precautions regarding the presence of lead-based paint in leased or assisted units constructed prior to 1978.

ESG-funded programs are required to incorporate the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4846), and 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.

2. Minimum standards for emergency shelters (PLEASE NOTE THIS REQUIREMENT IS WAIVED FOR TEMPORARY NON-CONGREGATE EMERGENCY SHELTERS ESTABLISHED TO PREVENT, PREPARE FOR AND RESPOND TO THE CORONAVIRUS)

Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The subrecipient may also establish standards that exceed or add to these standards but at a minimum must include:

- a. Structure and materials: The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
- b. Space and security: Each resident must be provided adequate space and security for themselves and their belongings: Each resident must be provided an acceptable place to sleep.
- c. Interior air quality: Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- d. Water supply: The water supply must be free from contamination.
- e. Sanitary facilities: Residents must have access to sufficient sanitary facilities that are

- in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- f. Thermal environment: The housing must have any necessary heating/cooling facilities in proper operating condition.
 - g. Illumination and electricity: The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
 - h. Food preparation: All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - i. Sanitary conditions: The housing must be maintained in a sanitary condition.
 - j. Fire safety:
 - a. There must be a second means of exiting the building in the event of fire or other emergency.
 - b. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
 - c. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

Minimum Habitability Standards with Checklist:

<https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/>

Subrecipients must maintain documentation of the completed checklist (or equivalent documentation) should be placed in a file pertaining to the shelter.

Waivers for temporary emergency shelter: (a) As permitted by the CARES Act, the use of funds for these shelters will not be subject to the habitability standards under section 417(c) of the McKinney-Vento Act, shelter standards at 24 CFR 576.403(b), or the environmental review requirements that otherwise apply to the use of ESG funds if the shelters have been determined by State or local health officials to be necessary to prevent, prepare for, and respond to coronavirus. Recipients and subrecipients must still comply with nondiscrimination and applicable accessibility requirements, including requirements under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Fair Housing Act, and their implementing regulations. See also 24 CFR 576.407(a);

**The location of assistance, services, and facilities that are accessible to persons with*

disabilities will be made available to interested persons requested said information.

3. **Violence Against Women Act (VAWA)**

The following requirements apply to emergency shelters:

- a. No individual or family may be denied admission to or removed from the emergency shelter on the basis or as a direct result of the fact that the individual or family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual or family otherwise qualifies for admission or occupancy.
- b. The terms "affiliated individual," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in 24 CFR 5.2003.

4. **Prohibition against involuntary family separation**

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

5. **Safety and Security**

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

6. **Minimum Period of Use**

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

7. **Length of Stay**

ESG subrecipients must also reassess emergency shelter participants on an ongoing basis, to determine the earliest possible time that a participant can be discharged to permanent housing. Program participants can remain in the emergency shelter for up to 6 months. Subrecipients will discharge participants when they have reached the end of the stay. Subrecipients will coordinate with Coordinated Entry to determine whether there are other options for housing available. Every effort should be made to prevent discharging participants to the street or other unsheltered location.

HMIS

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

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

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

Emergency Shelter workflow in HMIS:

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

File Checklist

The basis of all determinations (eligibility, assistance needed, assistance provided, etc.) must be supported by the evidence documented in the case file. Documentation will enable a supervisor or other entity charged with monitoring the program to readily identify the factors and process that resulted in the determination that each participant assisted met HWS and HUD requirements.

1. Proof of eligibility - Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
2. Program Intake Documents including:
 - a. HMIS Release of Information,
 - b. Notice of Privacy Practices,
 - c. Participant grievance,
 - d. Participant consent form,
 - e. Release of Information if applicable,
 - f. Other subrecipient documentation
3. Identification – if participant does not have ID it should not prevent them from entering the shelter. The case plan may focus on assisting participants with obtaining their ID if it will be needed for housing, employment, benefits, etc.
4. Assessment
5. Case plans – should be focused on housing and addressing barriers to housing.
6. Case notes – should be focused on tasks related to participant plan and participant obtaining housing.

7. Any back-up documentation for services provided to participant. For example, if a participant was provided a bus pass to travel to employment, a copy of that bus pass should be in the participant file.
8. Copies of any documentation provided to the participant. For example, if a participant is given a warning letter for behavioral issues, a copy of that letter should be in the participant file.
9. Participant grievance, if applicable
10. Discharge/Termination forms used by agency

EXHIBIT H – ADDITIONAL RAPID REHOUSING GUIDANCE

Rapid Re-housing (RRH) provides short-term and medium-term rental assistance and services. Performance Benchmarks include: reducing the length of time program participants spend homeless, exiting households to permanent housing and helping participants obtain housing stability and connections to support services. RRH is offered without preconditions (such as employment, income, absence of criminal record, or sobriety) and the resources and services provided are tailored to the needs of the participant.

Eligibility

Subrecipients will document that all program participants who receive rapid re-housing assistance meet the eligibility criteria of paragraph (1) of the “homeless” definition or who meet the criteria under paragraph (4) of the “homeless” definition **and** live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition of 24 CFR § 576.2.

Paragraph (1) of the homeless definition:

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

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

Paragraph (4) of the homeless definition:

Any individual or family who:

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

Re-evaluations

Subrecipients will re-evaluate program participants' eligibility and the types and amounts of assistance the program participant needs not less than once annually for program participants receiving rapid re-housing assistance. The re-evaluation has to be completed within the 30 days directly before or after the participant's annual program anniversary date.

Subrecipients must document that each re-evaluation of eligibility established that the program participant:

- a. Did not have an annual income that exceeds 30% AMI as established by HUD (see Annual Income section below); *and*
- b. Lacked sufficient resources and support networks necessary to retain housing without ESG assistance.

If a program participant is found to be ineligible for continued assistance they must be exited from the program.

Annual income – Subrecipients will use 24 CFR 5.609 to determine annual income. For each program participant who receives rapid re-housing assistance longer than one year the following documentation of annual income must be maintained:

- 1) Income evaluation form containing the minimum requirements specified by HUD and completed by the subrecipient; and
- 2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (*e.g.*, wage statement, unemployment compensation statement, public benefits statement, bank statement);
- 3) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, employer, government benefits administrator) or the written certification by the subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
- 4) To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

Subrecipients should use the HUD CPD Income Eligibility Calculator to determine Annual income and eligibility. The CPD Income Eligibility Calculator is an interactive tool that assists in determining the income eligibility and assistance amounts for beneficiaries of CPD programs. Simply enter the requested data and this calculator will work behind the scenes to generate a summary of results for each program participant. You should then print out the summary and include it as part of the program participant's file. Subrecipients may use other methods to verify participant's income; however, they must meet requirements of 24 CFR 5.609.

CPD Income Eligibility Calculator:

<https://www.hudexchange.info/incomecalculator/>

CPD Income Eligibility Calculator Manual:

https://files.hudexchange.info/resources/documents/CPDIncomeEligibilityCalculator_User_Manual.pdf

ESG Income Limits Information:

<https://www.hudexchange.info/resource/5079/esg-income-limits/>

HMIS

All Rapid Re-Housing programs are required to enter participants in to HMIS. Projects funded under ESG where the subrecipient is a victim services provider may not enter client-level data into an HMIS; instead, they must use a comparable database to collect client-level data over time and generate unduplicated aggregate reports based on that data.

Rapid Re-Housing Workflow in HMIS:

1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Annual Assessment (if applicable)
5. Rapid Rehousing – assistance provided touchpoint upon exit
6. HUD Exit Assessment/Program Dismissal

From the ESG Program HMIS Manual

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

For Rapid Re-Housing projects the Project Start Date it is the date following application that the client was admitted into the project. Admission into the project indicates the client met the following factors:

1. Information provided by the client or from the referral indicates they meet the criteria for admission (for example: if chronic homelessness is required the client indicates they have a serious disability and have been homeless long enough to qualify, even though all documentation may not yet have been gathered);
2. The client has indicated they want to be housed in this project;
3. The client can access services and housing through the project. The expectation is the project has a housing opening or expects to have one in a reasonably short amount of time.

The project start date is not expected to generate a “waiting list” for housing. It is not expected that everyone with a project start will actually move into a unit with the project. It is expected

that the time it takes from project start to move into housing will be carefully reviewed by the subrecipient to determine program and system performance and continuously strive to reduce the time from project start to move-in.

Housing move-in date must be completed for all participants who have moved into housing. Move-in means a lease arrangement has been made, the participant has a key or entry ability to the unit and that the participant has physically slept in the unit.

Subrecipients must re-evaluate and update information on Rapid Re-Housing clients once annually. Information required to be updated in the HMIS includes: 4.02 Income and Sources; 4.03 Non-Cash Benefits; and 4.4 Health Insurance. Data elements required for collection at annual assessment must be entered with an *Information Date* of no more than 30 days before or after the one-year anniversary of the head of household's *Project Start Date*, regardless of the date of the most recent 'update' or any other 'annual assessment'.

Case Management

Case Managers must meet with Rapid Re-Housing program participants not less than once per month to assist the program participant in ensuring long-term housing stability. Additional casemanagement should be provided on a case-by-case basis based on demonstrated need. Subrecipients must:

1. Develop a plan with each program participant on how they will retain permanent housing after the ESG assistance ends (see 24 CFR 576.401(e)(1)(ii)).
2. Require program participants to meet with a case manager not less than once per month while they are receiving ESG-assistance to implement the plan and monitor progress towards housing stability (see § 576.401(e)(1)(i)).
3. Assist program participants in obtaining appropriate supportive services, as well as connecting them to other federal, state, local, and private benefits and services for which they may be eligible. This includes, but is not limited to, Medicaid, SNAP, WIC, unemployment insurance, SSI/SSDI, services for veterans, and TANF (see § 576.401(d)).
4. Have written policies and procedures for coordination among different providers of services in the community. Activities must be coordinated and integrated to the maximum extent practicable (see § 576.400(e)(3)(v)).

Eligible Costs

Eligible costs fall under two categories:

1. Housing Relocation and Stabilization Services
 - a. Financial Assistance
 - b. Services Costs
2. Rental Assistance

Payments can only be made to a housing owner, utility company, or other third party, **not** directly to the program participant, for eligible costs listed below.

Financial Assistance

1. Rental Housing Application Fees:

Subrecipients may assist with rental housing application fees. The rental housing application fee must be a standard charge issued by the owner to all applicants. Owners cannot charge more for application fees to ESG participants than they would to other applicants.

2. Landlord Incentive:

The landlord incentive can be any combination of any of the below, but cannot exceed three times the rental amount of the unit:

- a. Signing bonus equal up to 2 months of rent;
- b. Security deposits equal up to 3 months of rent;
- c. Costs to repair damages;
- d. Cleaning or maintenance of unit and/or appliances.

4. Utility Deposits:

Subrecipients may pay utility deposits with ESG funds. Only gas, electric, water and sewage are eligible types of utility services. The utility deposit must be required by the utility company for all customers.

5. Utility Payments:

Subrecipients may pay utility payments with ESG funds if the utility costs are:

- a. Up to a maximum of 24 months in a 3 year period of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service;
- b. Only provided when the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments; and
- c. Only for eligible utility services: gas, electric, water, and sewage.

6. Moving Costs:

Subrecipients may pay moving costs with ESG funds only for the following moving-related activities:

- a. Truck rental,
- b. Hiring a moving company, and
- c. Allowable temporary storage fees:
 - i. Up to 3 months, fees accrued after the date the program participant began receiving services and before the program participant moves into permanent housing, and excluding storage fees in arrears.

Services Costs

1. Housing Search and Placement:

Subrecipients may provide housing search and placement services necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing; eligible activities include:

- a. Assessment of housing barriers, needs, and preferences;
- b. Development of an action plan to locate housing;
- c. Housing search;
- d. Outreach to and negotiation with owners;
- e. Assistance with submitting rental applications and understanding leases;
- f. Assessment of housing for compliance with ESG requirements for habitability, lead-based paint, and rent reasonableness;
- g. Assistance with obtaining utilities and making moving arrangements; and
- h. Tenant counseling.

2. Mediation Costs:

Subrecipients may pay mediation costs with ESG funds if they are necessary to prevent the program participant from losing permanent housing in which the program participant currently resides, and used for mediation between the program participant and the owner or person(s) with whom the participant is living.

3. Legal Services:

Subrecipients may pay legal services costs with ESG funds only to the extent that other appropriate legal services are unavailable or inaccessible in the community. Only of the following costs are eligible:

- a. Hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, or by person(s) under the supervision of the licensed attorney; or fees based on the actual service performed (i.e., fee for service), where the subrecipient documented that such costs were less than the anticipated cost of hourly fees;
- b. Filing fees and other necessary court costs;
- c. Subrecipient employees' salaries and other costs necessary to perform the services (if the program is a legal services provider and performs the services itself); and

- d. The following component services:
 - i. participant intake;
 - ii. preparation of cases for trial;
 - iii. provision of legal advice;
 - iv. representation at hearings;
 - v. counseling

Subrecipients must ensure that the legal services costs paid with ESG funds were used to the extent necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which they currently reside; for the following subject matters:

- a. landlord/tenant matters;
- b. child support;
- c. guardianship;
- d. paternity;
- e. emancipation;
- f. legal separation;
- g. orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking;
- h. appeal of veterans and public benefit claim denials; and
- i. the resolution of outstanding criminal warrants; and
- j. **to the extent that other appropriate legal services were unavailable or inaccessible in the community**

4. Credit Repair:

Subrecipients may pay credit repair costs with ESG funds for counseling or other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, or resolving personal credit problems. Subrecipients may **not** assist with the payment or modification of debt.

5. Housing Counseling:

Housing counseling must be provided by HUD certified housing counselors working for an agency approved to participate in HUD's Housing Counseling Program, by the Final Compliance Date. <https://www.hudexchange.info/programs/housing-counseling/program-description/>

6. Housing Stability Case Management:

Subrecipients may use ESG funds for 30 days during the period the program participant is seeking permanent housing to assist a program participant in overcoming immediate barriers to obtaining housing; and 24 months during the period the program participant is living in permanent housing to facilitate housing stability. Eligible activities are:

- a. Using the centralized or coordinated assessment system as required to evaluate individuals and families applying for or receiving rapid re-housing assistance;

- b. Conducting the initial evaluation required, including verifying and documenting eligibility, for individuals and families applying for rapid re-housing assistance;
- c. Counseling;
- d. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- e. Monitoring and evaluating program participant progress;
- f. Providing information and referrals to other providers;
- g. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
- h. Conducting re-evaluations.

Rental Assistance

1. **Short-term rental assistance:** Subrecipients may pay up to 3 months of rent.
2. **Medium-term rental assistance:** Subrecipients may pay for more than 3 months but not more than 24 months of rent (not to extend performance period of the contract).

Rapid Re-Housing Requirements

1. Limits and Amounts of Assistance:

Program participant's total rental assistance must not exceed 24 months during any 3-year period. The limits on rental assistance are the total assistance each individual received, either as an individual or as part of a household.

Participants will pay at a minimum 30% of their income towards rent and utilities each month. Income will be determined using HUD's Part 5 definition of income. Case Managers, through a progressive engagement approach should work with households to determine the level of assistance needed each month, providing assistance on an 'as needed basis'. Case Managers should work with participants so they will be prepared to assume full responsibility of the monthly contracted rent, monthly utility costs, and other essential household costs at the end of the rental assistance period. The minimum level of payment is designed to allow Case Managers flexibility in setting rental assistance subsidies based on progressive engagement strategies.

Progressive engagement and assistance practices, offers financial assistance and supportive services in a manner which offers a minimum amount of assistance initially, then completing a thorough assessment of the households need, adding more assistance if needed over time to resolve the housing crisis by either ending homelessness, or avoiding an immediate return to homelessness. The type, duration and amount of assistance offered is based on the individual assessment of the household, and the availability of other resources or support systems to resolve their housing crisis and stabilize them in housing. The notes related to the assessment of what amount the participant is able to pay, what additional supportive services are required and referrals made must be maintained in the participant file.

Housing stabilization Case management should occur regularly, and at a minimum monthly, to re-assess housing barriers and seek to close cases as soon as housing retention barriers are resolved. Following the progressive engagement model assistance is provided on an "as-needed basis" to keep a participant housed and, within funding constraints, programs offer more intensive support, additional rental assistance, or step-up referrals and help to access community-based assistance. Housing Stabilization Case management assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing.

2. Use with Other Subsidies:

Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, subrecipients may not assist program participants who were receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance through other public sources; and program

participants who were provided with replacement housing payments under the URA during the period of time covered by the URA payments.

3. Violence Against Women Act

Subrecipients shall be in compliance with the Violence Against Women Reauthorization Act of 2013, which provides various protections to persons experiencing domestic violence, dating violence, sexual assault, stalking, and/or human trafficking.

The **HUD-5380 Notice of Occupancy Rights under VAWA**, must give to participants when any of the following occur:

- a. When an individual or family is denied ESG rental assistance;
- b. When an individual or family's application for a unit receiving project-based rental assistance is denied;
- c. When a program participant begins receiving ESG rental assistance;
- d. When a program participant is notified of termination of ESG rental assistance; and
- e. When a program participant receives notification of eviction.

When a participant is invoking VAWA a written claim is required. The applicant or tenant may choose to submit ANY of the following documents to certify their status as a survivor:

- a. **HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternative Documentation** - completed by the applicant/tenant and must be accepted without third party documentation unless limited circumstance are met
- b. federal, state, tribal, territorial or local police record or court record documenting status as a victim of a VAWA crime or a person affiliated with a victim of a VAWA crime,
- c. Document signed and attested to by a professional (attorney, medical personnel, etc.),
- d. If living in a DV shelter can accept verification of living situation.

If there is conflicting information such as more than one applicant or participant provides documentation on survivor status and the documentation conflicts with existing information already available the program can require third party verification.

Confidentiality - VAWA requires that information submitted by survivors, including status as a survivor, is maintained in confidence. Subrecipients must:

- a. Must ensure that employees of the subrecipient, landlord, or owner do not have access to the information unless explicitly authorized to carry out the work.

- b. Cannot ask for Personally Identifiable Information (PII) as a condition of providing housing or related housing services
- c. Cannot enter the information into HMIS or any shared database even if it has been encoded, encrypted, hashed or otherwise protected
- d. Cannot disclose the information to any other entity unless:
 - i. Survivor has given informed, written, time-limited consent
 - ii. Required for use in eviction proceeding or hearing regarding termination of assistance
 - iii. Otherwise required by law

Lease Addendum - All agreements between the landlord/owner and tenant in ESG assisted housing should be outlined in a VAWA lease addendum and must include the following elements:

- a. Right for the lease to be broken without penalty, if the tenant qualifies for an emergency transfer, except for tenant based rental assistance
- b. Language that protects individuals from being denied access to housing and/or evicted from their housing on the basis of or as a direct result of being a survivor
- c. Construction of lease terms and terms of assistance
- d. Limitation of VAWA protections
- e. Confidentiality requirements

Rental Assistance Agreement - Subrecipients must outline VAWA protections in all rental agreements/housing assistance contracts with private housing owners and manager, including:

- a. Requirement to include VAWA lease addendum to all leases in units assisted by ESG funds
- b. Requirement to coordination on emergency transfers
- c. Obligation for the owner to notify the recipient before a lease is bifurcated and/or a notice of eviction is provided

Emergency Transfer Plan - Emergency transfer plans must allow survivors of a VAWA defined crime to transfer to a safe dwelling unit under a covered housing program if the victim/survivor:

- a. Requests the transfer; AND
- b. Reasonably believes that they are threatened with imminent harm if they stay in the same unit; OR
- c. In the case of sexual assault, if the sexual assault occurred on the premises within 90 days of the request for transfer.

Lease Bifurcation - Only a project owner may bifurcate a lease in order to evict or terminate assistance to a tenant or occupant who commits acts of violence against family members or others.

- a. Bifurcation allows the abuser/offender to be evicted while preserving the lease and housing rights for the survivor.
- b. Subrecipients may choose to continue to serve the perpetrator with other resources to avoid homelessness but would be subject to existing resources

Prior to program participants entering into a lease agreement and prior to providing financial assistance Subrecipients must complete the follow requirements:

1. Fair Market Rent (*note for ESG2 the FMR requirement is waived, but rent reasonableness is still required*):

Subrecipients may not provide rental assistance for units that exceed the fair market rent (FMR). Subrecipients must have documentation of FMR calculations in the program participant's file. Typically, FMRs are updated by HUD annually in October.

NOTE: For this purpose, rent equals the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant paid separately for utilities, the monthly allowance for utilities (excluding telephone and Internet) established by the public housing authority for the area in which the housing is located.

Instructions for determining FMR and Rent Reasonableness:

<https://files.hudexchange.info/resources/documents/ESG-Rent-Reasonableness-and-FMR.pdf>

The FMR for Riverside County is on the website below:

<https://www.huduser.gov/portal/datasets/fmr.html>

Subrecipients must account for utilities and will find the utility allowances set by the Riverside County Public Housing Authority on the below web-site:

<http://Riversidecounty.ca.gov/CDC/Housing-Authority/Property-Owners/Utility-Allowances/>

2. Rent Reasonableness:

Subrecipient may only provide rental assistance to units for which the rent complies with HUD's standard of rent reasonableness. The participant file must contain documentation showing the unit complied with HUD's standard of rent reasonableness.

Subrecipients must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the subrecipients must consider:

- a. The location, quality, size, unit type, and age of the contract unit; and
- b. Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.
- c. Comparable units must be within Riverside County.

- d. The form and all comparable units' rental advertisement dates must be within 30 days of the proposed rental unit's proposed lease date.

Subrecipient's records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.

Rent Reasonableness sample form:

https://www.hud.gov/sites/documents/19671_RENTREASONABLECHE.PDF

Instructions for determining FMR and Rent Reasonableness:

<https://files.hudexchange.info/resources/documents/ESG-Rent-Reasonableness-and-FMR.pdf>

If rent reasonableness rates are lower than FMR, maximum allowable rent amount is capped at rent reasonableness rates.

3. **Rental Assistance Agreement:**

Subrecipients must have entered into a rental assistance agreement with each owner before providing the owner with rental assistance payments, including rental arrears.

Each rental assistance agreement must:

- a. set forth the terms under which rental assistance will be provided;
- b. provide that, during the term of the agreement, the owner must give the Program a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant;
- c. contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease; and
- d. Violence Against Women Act protections per 24 CFR part 5, subpart L,
<https://www.hudexchange.info/trainings/courses/vawa-housing-protections-implementation-within-esg-and-coc-programs-webinar/>

Subrecipients must make timely payments to each owner in accordance with the rental assistance agreement.

Subrecipients may not pay any late payment penalties that they incurred with ESG funds.

Subrecipients must terminate the rental assistance agreement with the owner and stop providing rental assistance payments under that agreement when any of the following conditions were met:

- a. the program participant moved out of the unit for which the program participant has a lease;
- b. the lease terminated and was not renewed; or
- c. the program participant became ineligible to receive ESG assistance

4. Lead-Based Paint:

Where ESG funds are used for rental assistance or supportive services, Subrecipients will incorporate lead-based paint remediation and disclosure requirements and comply with all lead-based paint requirements and maintain documentation in program participant's file. Generally, these provisions require the recipient to screen for, disclose the existence of, and take reasonable precautions regarding the presence of lead-based paint in leased or assisted units constructed prior to 1978.

ESG-funded programs are required to incorporate the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4846), and 24 CFR part 35, subparts A, B, H, J, K, M, and R in the unit.

Lead based paint requirements must be met throughout the duration that assistance is provided. Lead based paint requirements should be completed at least annually for each unit.

Subrecipients are encourage to become a HUD-Certified Visual Assessor by successfully completing a 20 minute online training on HUD's website at:

<http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>.

5. Minimum Habitability Standards:

Subrecipients will ensure that all housing units met the HUD Minimum Habitability Standards before incurring any costs to help program participants remain in or move into those housing units. Subrecipients will maintain documentation in program participant's file. The subrecipient may also establish standards that exceed or add to these standards but at a minimum must include:

- a. Structure and materials: The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
- b. Space and security: Each resident must be provided adequate space and security for themselves and their belongings: Each resident must be provided an acceptable place to sleep.
- c. Interior air quality: Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- d. Water supply: The water supply must be free from contamination.
- e. Sanitary facilities: Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- f. Thermal environment: The housing must have any necessary heating/cooling facilities in proper operating condition.
- g. Illumination and electricity: The structure must have adequate natural or

artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.

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

Minimum Habitability Standards with Checklist:

<https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/>

If the program participants need Homelessness Prevention assistance to stay in their current housing, the housing must be inspected and found to meet the minimum habitability standards before the recipient/subrecipient incurs ESG costs for any of the following:

- a. Providing any service to the program participant;
- b. Entering into a rental assistance agreement with the owner; or
- c. Making any payment on behalf of the program participant (e.g., rental or utility arrears, rental or utility payments, etc.).

If the program participant needs Homelessness Prevention or Rapid Re-housing assistance to obtain housing, the unit into which the program participant is moving must be inspected before the program participant signs the lease and before the recipient/subrecipient provides any ESG rental assistance or housing relocation and stabilization services specific to the unit into which the program participant will be moving.

In all cases, if ESG funds are used for **ongoing** assistance (such as rental assistance, utility payments, etc.), the recipient/subrecipient must take reasonable measures to ensure the unit meets the minimum habitability standards for permanent housing for the duration of the assistance. If a unit does not meet the minimum standards, then it may be determined that the subrecipient is out of compliance with the ESG requirements.

For one-time assistance (such as rental arrears, a security deposit, etc.), the unit for which assistance is being provided—either for households that remain in place or for households that are moving to a unit—must meet the minimum standards for permanent housing at the time the assistance is provided (e.g., when the rental arrears payment is made).

Minimum Habitability Standard checks for the unit should be conducted in person by the subrecipient. If an in-person inspection is not able to be completed subrecipient may ensure the unit meets minimum habitability standards through a live video platform or photographs. Photographs or live feed recordings must be kept in participant file and have a date stamp that shows when the minimum habitability standards checklist was completed.

If a unit does not meet the minimum habitability standards the landlord will make any repairs necessary for the unit to meet the minimum habitability standards or the subrecipient will assist the program participant in finding a new unit that meets minimum habitability standards. Under no circumstances can ESG funds be used to pay for a program participant to remain in or move in to a unit that does not meet minimum habitability standards.

6. Leases:

Each program participant receiving rental assistance must have a file that contains a legally binding, written lease between the program participant and the owner of the property or his/her agent for the rental unit.

- a. Each lease must include a lease provision or incorporate a lease addendum that includes all requirements that apply to tenants, the owner or lease under 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking)
- b. Subrecipients must ensure the lease is with the owner of the property by verify owner's name with the Riverside County Tax Assessors Office.

Tenant-based rental assistance

1. A participant who receives tenant-based rental assistance may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as the participant continues to meet the program requirements.
2. The subrecipient may require that all program participants live within a particular area for the period in which the rental assistance is provided.

3. The rental assistance agreement with the owner must terminate and no further rental assistance payments shall be made if:
 - a. The program participant moves out of the housing unit for which the participant has a lease.
 - b. The lease terminates and is not renewed; or
 - c. The participant becomes ineligible to receive ESG rental assistance.

Project-based rental assistance

If the subrecipient identifies a permanent housing unit that meets ESG requirements and becomes available before a participant is identified to lease the unit, the subrecipient may enter into a rental assistance agreement with the owner to reserve the unit and subsidize its rent in accordance with the following requirements:

1. The rental assistance agreement may cover one or more permanent housing units in the same building. Each unit covered by the rental assistance agreement ("assisted unit") may only be occupied by program participants, except as provided by item 4.
2. The subrecipient may pay up to 100 percent of the first month's rent, provided that a program participant signs a lease with the owner and moves into the unit before the end of the month for which the first month's rent is paid. The rent paid before a program participant moves into the unit must not exceed the rent to be charged under the program participant's lease and must be included when determining that program participant's rental assistance.
3. The subrecipient may make monthly rental assistance payments only for each whole or partial month an assisted unit is leased to a program participant. When a participant moves out of an assisted unit, the subrecipient may pay the next month's rent, i.e., the first month's rent for a new program participant as provided in 2).
4. The participant's lease must not condition the term of occupancy on the provision of rental assistance payments. If the program participant is determined ineligible or reaches the maximum number of months over which rental assistance can be provided, the subrecipient must suspend or terminate the rental assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the lease, and the subrecipient may resume payments if the individual or family again becomes eligible and needs further assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG requirements.
5. The rental assistance agreement must have an initial term of one year. When a new program participant moves into an assisted unit, the term of the rental assistance agreement may be extended to cover the initial term of the program participant's lease. If the program participant's lease is renewed, the rental assistance agreement may be renewed or extended, as needed, up to the maximum number or months for which the

program participant remains eligible. However, under no circumstances may the subrecipient commit ESG funds to be expended beyond the expenditure deadline (§ 576.203) or commit funds for a future ESG grant before the grant is awarded.

Rapid Re-Housing Ineligible and Prohibited Activities

The intent of ESG is to provide funding for housing expenses to persons who are homeless. Therefore, financial assistance or services to pay for expenses that are available through other programs, including child care and employment training, are not eligible. Case managers should work to link program participants to these other resources.

Financial assistance may not be used to pay for any mortgage costs or costs needed by homeowners to assist with any fees, taxes, or other costs of refinancing a mortgage to make it affordable. This prohibition extends to land contracts and “rent to own” situations in which the householder has a legal interest in the property.

ESG funds may not be used to pay for any of the following items:

1. construction or rehabilitation;
2. credit card bills or other consumer debt;
3. car repair or other transportation costs;
4. travel costs;
5. food;
6. medical or dental care and medicines;
7. clothing and grooming;
8. home furnishings;
9. pet care;
10. entertainment activities;
11. work or education related materials;
12. landlord incentives;
13. and cash or gift cards to program participants.

Subrecipients may not charge fees to ESG program participants.

Any ESG funds used to support program participants must be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants.

If funds are found to be used for ineligible activities as determined by the HWS or HUD, the subrecipient will be required to reimburse HUD.

Assisted property may not be owned by the subrecipient or the parent, subsidiary or affiliated organization of the subrecipient.

File Checklist

The basis of all determinations (eligibility, assistance needed, assistance provided, rent reasonableness, FMR, etc.) must be supported by the evidence documented in the case file. Documentation will enable a supervisor or other entity charged with monitoring the program to readily identify the factors and process that resulted in the determination that each participant and unit assisted met HWS and HUD requirements. Subrecipients will maintain a participant file that will include but is not limited to the following documents:

1. Initial Evaluation
2. Proof of eligibility - Documentation of Homelessness, must follow HUD's prioritization of documentation of homelessness and 24 CFR 576.500.
3. Program Intake Documents including:
 - a. HMIS Release of Information
 - b. Notice of Privacy Practices,
 - c. Participant grievance,
 - d. Participant consent form,
 - e. Release of Information if applicable
 - f. Other subrecipient documentation
4. Case Plan that showed the program and program participant developed a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as:
 - a. the program participant's current or expected income and expenses,
 - b. other public or private assistance for which the program participant will be eligible and likely to receive; and
 - c. the relative affordability of available housing in the area
5. Lease agreement between the Owner and program participant
6. Rental assistance agreement between the owner and the subrecipient
7. FMR calculations (waived for ESG2)
8. Rent Reasonableness
9. Lead Paint Inspection
10. Minimum Habitability Standards
11. Case notes that reflect the program participant met with a case manager at least once per month to assist the participant in ensuring long-term housing stability.
12. Back-up documentation for the services and assistance provided to that program participant, including, as applicable, security deposit, rental assistance, and utility payments made on behalf of the program participant, and copies of documentation of payments made to owners for rental assistance provided, and supporting documentation for these payments, including dates of occupancy by program participants in the participant file.
13. Referrals made by the program to program participant to obtain mainstream and other resources as needed.
14. Program Discharge/Exit paperwork

EXHIBIT I – VI-SPDAT PACKET FOR SINGLE ADULTS



VI-SPDAT Screening Summary & Introduction Statement

VI-SPDAT Approved Assessor - Read this statement to the individual:

My name is *(provide your name)* and I work with *(provide your agency)*. Riverside County is prioritizing individuals for housing assistance through a Coordinated Entry System called **HomeConnect**. The information on this assessment will be stored in our database at HomeConnect to enable us to link you to housing resources and services that may become available.

- It usually takes about 7 minutes to complete.
- Please only give yes, no or one-word answers.
- If you do not understand the questions, we can get you more information if you need it.
- You can skip any questions you do not want to answer.
- Please be as honest as possible and just tell the truth. There is no right or wrong answer.
- This is not a guarantee of housing. This is not a housing application.

Participant First Name:	Participant Last Name:	Today's Date:
Social Security Number:	Participant Phone:	Participant Email:
Homeless in City of (City & Zip):	Homeless Since (Month/Year): Month _____ Year _____ Total Time Homeless: _____ ☐ Meets Chronic Homeless Definition	Can Usually be Located Here:
U.S. Veteran: ☐ Yes ☐ No ☐ Declined to State	Veteran Discharge Status: ☐ General ☐ Honorable ☐ Other than Honorable ☐ Dishonorable ☐ Uncharacterized ☐ Bad Conduct	
Previously in Foster Care: ☐ Yes ☐ No ☐ Declined to State	Disability: ☐ Yes _____ ☐ No ☐ Refused/Declined to State	
VI-SPDAT Assessor Name:	VI-SPDAT Assessor Agency:	VI-SPDAT Assessor Email & Phone:



VI-SPDAT Screener and Match Initiation Consent Form

Authorization to Share Protected Health Information and Participate in Survey

Participant Last Name:	Participant First Name:	DOB (MM/DD/YYYY):

Please initial below if you agree with the following statements:

_____ I agree to allow my responses to this survey or these surveys to be disclosed and received by the organizations that participate in the HomeConnect system, which include but are not limited to:

- Valley Restart Shelter
- Path of Life
- Coachella Valley Rescue Mission
- Veteran-Service Providers
- Riverside County Departments
- Supportive Housing Providers of Riverside
- Affiliated Service Providers
- RUHS Departments
- Veterans Administration
- Housing Authority - County of Riverside

_____ I understand that the information from this survey will be entered into a data information System and Performance Management database for HomeConnect. My personal information will be kept in accordance with all Federal, State, and local laws and regulations related to protecting personal information.

_____ I understand that the following information can be shared with participating agencies in Riverside County as needed to help me find appropriate housing and services:

- Name
- Birth date
- Gender
- Photo (optional)
- Housing and homelessness history
- Medical and/or mental health treatment history
- Income
- Contact information
- Additional information used strictly for matching me with suitable housing and/or services

Initials:

_____ I allow my case manager or outreach worker to enter my responses to the interview survey questions into a secure database – the HomeConnect/HMIS system. My signature below signifies my permission.

_____ I, or my outreach worker/case manager, can be contacted about my survey.

_____ I understand that the information I provide will be used to determine if I am eligible for participating housing, services or related programs.

_____ I understand that participating in the HomeConnect/HMIS system does not guarantee that I will be called for a housing program.

_____ I understand that the HomeConnect/HMIS system will act as the agency that matches my information against eligibility requirements of housing that may become available for which I may be eligible.



VI-SPDAT Screener and Match Initiation Consent Form

Important Rights and Other Required Statements You Should Know

- You may revoke this authorization at any time. All participating organizations of the HomeConnect/HMIS system agree to use information provided to only link clients with housing or supportive service options.
- This authorization is completely voluntary and you do not have to agree to authorize any use or disclosure.
- You have a right to a copy of this authorization once you have signed it.

SIGN BELOW IF AGREEING TO BE INTERVIEWED

Your signature (or mark) below indicates that you have read (or have been read) the information provided above, have received answers to your questions, and have freely chosen to be interviewed. By agreeing to be interviewed, you are not giving up any of your legal rights.

Date	Signature (or mark) of Participant	Printed Name of Participant



**County of Riverside Continuum of Care
Homeless Management Information System
(HMIS)**

Consent for Release of Information

The County of Riverside Continuum of Care Homeless Management Information System (HMIS) is an electronic database that securely records information (data) about clients accessing housing and homeless services within Riverside County. This organization participates in the HMIS database and shares information with other organizations that use this database. This database helps us to better understand homelessness, to improve service delivery to the homeless, and to evaluate the effectiveness of services provided to the homeless. The information you provide for the HMIS database helps us coordinate the most effective services for you and your household members.

What information is shared in the HMIS Database?

1. Name	17. Non-Cash Benefits
2. Social Security Number	18. Health Insurance
3. Date of Birth	19. Physical Disability
4. Race	20. Developmental Disability
5. Ethnicity	21. Chronic Health Condition
6. Gender	22. HIV/AIDS
7. Veteran Status	23. Mental Health Problem
8. Disabling Condition	24. Substance Abuse
9. Project Start Date	25. Domestic Violence
10. Project Exit Date	26. Contact
11. Destination	27. Date of Engagement
12. Relationship to Head of Household	28. Enrollment Details
13. Location	29. Services/Assessments/Events
14. Housing Move-In Date	30. Notes
15. Living Situation	31. Files
16. Income and Sources	32. Enrollment History
	33. CoC Required Client Profile Data Fields
	34. CoC Required Enrollment Data Fields

Note: Substance use data is collected in HMIS but is not shared with the RivCoONE system

What information is shared in the RivCoONE Database?

First Name	Earned Income	Physical Disability
Middle Name	State Children's Health Insurance Program (S-CHIP)	If Yes for "Physical Disability" Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently
Last Name	Veteran's Administration (VA) Medical Services	Information Date
Suffix	Employer-Provided Health Insurance	Developmental Disability
Name Data Quality	Health Insurance through COBRA	Information Date
Social Security Number	Private Pay Health Insurance	Chronic Health Condition
Social Security Number Data Quality	State Health Insurance for Adults	If Yes for "Chronic Health Condition" Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently
Date of Birth	Unemployment Insurance	Information Date
Date of Birth Data Quality	Supplemental Security Income (SSI)	Mental Health Disorder
Race and Ethnicity	Social Security Disability Insurance (SSDI)	If Yes for "Mental Health Disorder" Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently
Additional Race and Ethnicity Detail	VA Service-Connected Disability Compensation	Information Date
Gender	VA Non-Service-Connected Disability Pension	Information Date
Veteran Status	Private Disability Insurance	Current Living Situation
Prior Living Situation	Worker's Compensation	Rental Subsidy Type
ZIP code	Temporary Assistance for Needy Families (TANF)	Living Situation verified by
geolocation	General Assistance (GA)	Is client going to have to leave their current living situation within 14 days?
insurance information	Retirement Income from Social Security	Has a subsequent residence been identified?
Contact: Phone Number	Pension or Retirement Income from a Former Job	Does individual or family have resources or support networks to obtain other permanent housing?
Contact: Address	Child Support	Has the client had a lease or ownership interest in a permanent housing unit in the last 60 days?
Service Name Provided	Alimony or Other Spousal Support	Has the client moved 2 or more times in the last 60 days?
Service Name Start Date	Other Source of Income	Location details
Service Name End Date	Specify Other Income Source	Date of Engagement
Service Type Provided	Total Monthly Income	Bed-Night Date
Household Composition	Information Date	Coordinated Entry Assessment Date

Types of Income	Non-Cash Benefits from Any Source	Assessment Location
Disabling Condition	SNAP	Assessment Type
Project Name	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	Assessment Level
Project Start Date	TANF Child Care Services	Prioritization Status
Project Exit Date	TANF Transportation Services	Coordinated Entry Date of Event
Destination	Other TANF-funded Services	Referrals (from and to other agencies)
Relationship to Head of Household	Other Source of Non-Cash Benefit	Event Type (Referral/Problem Solving/Diversion/Rapid Resolution intervention or service)
Housing Move-In Date	Specify Other Non-Cash Benefit Source	Problem Solving/Diversion/Rapid Resolution intervention or service result - Client housed/re-housed in a safe alternative
Type of Residence	Information Date	Referral to post-placement/follow-up case management result - Enrolled in Aftercare project
Rental Subsidy Type	Covered by Health Insurance	Location of Crisis Housing or Permanent Housing Referral [Project name and/or Project ID]
Length of stay in prior living situation	Medicaid	Referral Result
Approximate date this episode of homelessness started	Medicare	Date of Result
Regardless of where they stayed last night, number of times the client has been on the streets, in ES, or SH in the past three years including today	Indian Health Services Program	
Total number of months homeless on the street, in ES, or SH in the past three years	Other Health Insurance	
Information Date	Specify Other Insurance	
Income from Any Source	Information Date	

Who can have access to your information?

COUNTY OF RIVERSIDE CONTINUUM OF CARE - PARTICIPATING AGENCIES

Your information will be shared with other County of Riverside Continuum of Care HMIS participating agencies (both public and private) that agree to maintain the security and confidentiality of the information. These organizations may include homeless service providers, housing groups, healthcare providers and any other appropriate service providers. A list of participating agencies within the County of Riverside Continuum of Care HMIS is available upon request.

COUNTY OF RIVERSIDE – PARTICIPATING DEPARTMENTS

Your information will be shared and transferred to the County of Riverside RivCoONE database to allow county departments to access information to provide available services to county residents. The County agrees to maintain security and confidentiality of the information

How is your personal information protected?

The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth of federal, state, and local regulations governing confidentiality of client records. Each person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information. HMIS data is secured by passwords and encryption technology.

The information that is transferred to RivCoONE is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth in federal, state and local regulations governing the confidentiality of client records. RivCoONE data is secured by passwords and encryption technology. BY SIGNING THIS FORM, I UNDERSTAND AND AGREE THAT:

- The information gathered and prepared by this agency will be included in a HMIS database of participating agencies (list available), and only shared with participating agencies, who have entered into an HMIS Agency Participating Agreement.
- The information shared and transferred to Riverside County RivCoONE database will only be shared with the County departments authorized under Riverside County Board of Supervisors Policy B-23, which governs interdepartmental data sharing for integrated service delivery.
- Shared information will be used only to coordinate services for the benefit of the client and will not be used for punitive purposes.
- **BY SIGNING THIS FORM, I UNDERSTAND AND AGREE THAT:** I understand I have the right to receive services, even if I do not sign this consent form.
- I understand that I have the right to receive a copy of this consent form.
- I understand this consent and release is valid for seven (7) years after the date of signature below, unless I revoke my consent in writing.

- I understand I have the right to file a grievance with any HMIS participating agency.
- I understand that I have the right to revoke previous authorization to share at any time by completing the revocation form found at rivcohws.org/ROI and sending it to HMISSupport@rivco.org or mailing it to:
Riverside County, HMIS Lead Agency
3403 Tenth St., Riverside, CA 92501.

The revocation will not apply to information that has already been shared or until the provider receives the revocation. Upon receipt of your revocation, we will remove your Personal Protected Information (PPI) from the shared HMIS database.

- I also understand that I have the right to individually revoke my consent to share data with County of Riverside, RivCoONE at any time by personally delivering or mailing a signed written revocation and personally delivering or mailing to:
Riverside County
RivCoONE
3901 Lime Street
Riverside, CA 92501

Or if more convenient, you may complete revocation form found at ricohws.org/ROI and send to HMISSupport@rivco.org, and Riverside County HMIS Lead Agency staff will mail or deliver to Riverside County, RivCoONE on your behalf.

The revocation will not apply to information that has already been shared or until the provider receives the revocation. Upon receipt of your revocation, we will remove your Personal Protected Information (PPI) from the RivCoONE database.

- **SIGNATURE AND ACKNOWLEDGEMENT**

Your signature below indicates that you have read (or been read) this client consent form, have received answers to your questions, and you freely consent to have your information, and that of your dependent children (if any), entered into the HMIS database and shared with other participating organizations and County of Riverside, RivCoONE as described in this consent form.

_____ CLIENT NAME	_____ SIGNATURE OF CLIENT	_____ DATE
_____ SPOUSE NAME	_____ SIGNATURE OF SPOUSE	_____ DATE

List all dependent children under 18 in household (if any):

_____	_____	_____
_____	_____	_____

☐ I DO NOT WISH TO PARTICPATE IN HAVING MY PERSONAL INFORMATION SHARED IN THE HMIS SYSTEM

☐ I DO NOT WISH TO PARTICPATE IN HAVING MY PERSONAL INFORMATION SHARED IN THE RivCoONE System

NAME OF ORGANIZATION STAFF

ORGANIZATION NAME

DATE

TO REVOKE CONSENT FOR CONTINUUM OF CARE HMIS SYSTEM:

I, _____ revoke consent as of _____
SIGNATURE OF CLIENT DATE

Organization Staff: _____ Date: _____
Continuum of Care Division Website: <https://rivcohws.org/continuum-care-division>

TO REVOKE CONSENT FOR RIVERSIDE COUNTY RIVCOONE SYSTEM:

I, _____ revoke consent as of _____
SIGNATURE OF CLIENT DATE

Organization Staff: _____ Date: _____
Continuum of Care Division Website: <https://rivcohws.org/continuum-care-division>

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 3.0

ADMINISTRATION

First Name:		Last Name:	
Date:		Race/Ethnicity:	
Start Time:		Gender Identity (Male, Female, Transgender, Other):	
End Time:		Identifies as LGBTQ2+? ☐ Yes ☐ No	
Survey Location - Shelter, Outreach, Drop In, or Other (specify):		Date of Birth:	
Previous VI-SPDAT completed?	Yes No	Ever served in the military?	☐ Yes ☐ No
VI-SPDAT Score:		Pet(s)?	☐ Yes ☐ No

OPENING SPEAKING POINTS

Cover the following in the opening explanation of the VI-SPDAT each time:

- The purpose of doing the triage
- Approximately how long it will take
- How to answer the questions (yes, no or simple one-word answers)
- That they can get clarification if they do not understand a question
- That they can skip or refuse to answer any question
- Where the information is stored
- The importance of being as honest as they feel comfortable being
- That some answers provided may need further verification from other sources (like whether or not they meet the definition of chronic homelessness)
- Consent to participate in the process

Disclaimer:

OrgCode Consulting, Inc. (OrgCode) cannot control the way in which the VI-SPDAT and SPDAT products will be used, applied or integrated by communities, agencies or frontline staff. OrgCode assumes no legal responsibility or liability for the decisions that are made or services that are received in conjunction with the tools.



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SECTION ONE: PRESENTING NEEDS

1. Most days can you:

a. Find a safe place to sleep	☐ Y	☐ N	☐ R
b. Access a bathroom when you need it	☐ Y	☐ N	☐ R
c. Access a shower when you need it	☐ Y	☐ N	☐ R
d. Get food	☐ Y	☐ N	☐ R
e. Get water or other non-alcoholic beverages to stay hydrated	☐ Y	☐ N	☐ R
f. Get clothing or access laundry when you need it	☐ Y	☐ N	☐ R
g. Safely store your stuff	☐ Y	☐ N	☐ R ☐ NA

Score 1 if NO to Question 1 a, b, c, d, e, f or g

☐

SECTION TWO: HOUSING HISTORY & CHRONIC HOMELESSNESS DETERMINATION

2. How long has it been since you lived in stable, permanent housing?
(is this in days or months or years?)

3. In the last three years, how many times have you been homeless?

4. IF THE ANSWER TO QUESTION 3 IS 4 OR MORE:

Thinking about those last three years and the different times you were homeless, if you add up all the months you were homeless, what is the total length of time you have experienced homelessness?

 months

5. Do you have any diagnosed, documented, disabling conditions?

☐ Y ☐ N ☐ RScore 1 if any of the following conditions are met:☐

• If the person:

- experienced 1 or more consecutive years of homelessness or
- 4+ episodes of homelessness and the total duration of homelessness is 12+ months
- AND answered Yes to Question 5

6. Have you ever lived in a home that you own or an apartment in your name?

☐ Y ☐ N ☐ R

7. Have you ever been evicted?

☐ Y ☐ N ☐ R

Score 1 if NO to Question 6 and/or YES to Question 7

☐

SECTION THREE: VULNERABILITIES AND HOUSING SUPPORT NEEDS

8. In the last 6 months, how many times have you:

- a. Gone to the emergency room/department _____
- b. Taken an ambulance _____
- c. Been hospitalized as an inpatient _____
- d. Used a crisis service or hotline for such concerns as family or intimate partner violence or suicide prevention _____
- e. Talked to police because you witnessed a crime, were the victim of a crime, were the alleged perpetrator of a crime, or because they asked you to move along because of loitering, sleeping in a public place or anything like that _____
- f. Stayed one or more nights in jail, a holding cell or prison _____

If the total number of interactions equals 4 or more, score 1.

☐

9. Since you have been homeless:

- a. Have you been beaten up or assaulted ☐ Y ☐ N ☐ R
- b. Have you threatened to beat up or assault someone else ☐ Y ☐ N ☐ R
- c. Have you threatened to harm yourself or harmed yourself ☐ Y ☐ N ☐ R
- d. Has anyone threatened you with violence or made you feel unsafe ☐ Y ☐ N ☐ R
- e. Has anyone tried to control you through violence or threats of violence whether that be a stranger, friend, partner, relative or parent ☐ Y ☐ N ☐ R

If YES to any of Question 9, score 1.

☐

10. Do you have any legal stuff going on right now that may result in any of the following:

- a. Being locked up ☐ Y ☐ N ☐ R
- b. Having to pay fines or fees that you cannot afford ☐ Y ☐ N ☐ R
- c. Impact your ability to get housing ☐ Y ☐ N ☐ R
- d. Impact where you could live in your housing ☐ Y ☐ N ☐ R

11. Have you ever been convicted of a crime that makes it difficult to access or maintain housing?

☐ Y ☐ N ☐ R

If YES to any of Question 10 and/or YES to Question 11, score 1.

☐


VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 3.0

12. Does anyone trick, manipulate, exploit or force you to do things you do not want to do? ☐ Y ☐ N ☐ R

13. Where do you sleep most frequently? (select one response)

- ☐ Shelters ☐ Transitional Housing ☐ Safe Haven ☐ Couch Surfing
☐ Outdoors ☐ Car ☐ Other _____

14. Do you ever do things that may be considered to be risky or harmful like run drugs, share a needle, do sex work, or anything like that? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 12;
- If the person stays any place other than Shelters, Transitional Housing or Safe Haven in Question 13;
- YES to Question 14.

15. Is there anybody that thinks you owe them money like a family member, friend, past landlord, business, bookie, dealer, bank, credit card company, utility company or anyone like that? ☐ Y ☐ N ☐ R

16. Do you get any money from the government, a job, working under the table, day labor, an inheritance or a pension, or anything like that? ☐ Y ☐ N ☐ R

17. Do you ever gamble with money you cannot afford to lose or have debts associated with gambling? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 15;
- NO to Question 16;
- YES to Question 17.

18. Do you have planned activities, other than activities for survival, at least four days per week that make you feel happy and fulfilled? ☐ Y ☐ N ☐ R

If NO to Question 18, score 1.

19. Do you have a collection of belongings that gets in the way with your ability to access services or housing? ☐ Y ☐ N ☐ R

If YES to Question 19, score 1.

20. Would you say that your current homelessness was caused by any of the following:

- a. A relationship that broke down ☐ Y ☐ N ☐ R
 b. An unhealthy or abusive relationship ☐ Y ☐ N ☐ R
 c. Because family or friends caused you to lose your housing ☐ Y ☐ N ☐ R



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VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 3.0

21. Do most of your family and friends have stable housing? ☐ Y ☐ N ☐ R

If YES to any of Question 20, and/or NO to Question 21, score 1.

22. Are you 60 years of age or older? ☐ Y ☐ N ☐ R

23. Do you have any physical or mental health issues or cognitive issues including a brain injury, that you would require assistance to access or keep housing? ☐ Y ☐ N ☐ R

24. Are you currently pregnant? (If applicable) ☐ Y ☐ N ☐ R

If YES to Question 22, and/or YES to Question 23, and/or YES to Question 24, score 1.

25. Do you use alcohol or drugs in a way that it:

a. Impacts your life in a negative way most days ☐ Y ☐ N ☐ R ☐ NA

b. Makes it hard to access housing ☐ Y ☐ N ☐ R ☐ NA

c. Would require assistance to maintain housing ☐ Y ☐ N ☐ R ☐ NA

If YES to any of Question 25, score 1

26. Are there any medications that, for whatever reason:

a. A doctor said you should be taking but you are not taking ☐ Y ☐ N ☐ R ☐ NA

b. You sell instead of taking ☐ Y ☐ N ☐ R ☐ NA

c. You use in a way other than how it is prescribed ☐ Y ☐ N ☐ R ☐ NA

d. You find impossible to take, forget to take or choose not to take ☐ Y ☐ N ☐ R ☐ NA

If YES to any of Question 26, score 1.

27. Has your homelessness been caused by any recent or past trauma or abuse? ☐ Y ☐ N ☐ R

If YES to Question 27, score 1.

TOTAL SCORE



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SCORING RANGE	COURSE OF ACTION
0-3	Assess for least intensive service supports
4-7	Assess for moderate and often time-limited supports
8+	Assess for high intensity supports lasting for a longer duration of time and perhaps even permanently

CONTACT INFORMATION

On a typical day, what is the best way to reach you?

If that is unsuccessful, what is the next best way to reach you?

Follow Up

What to do with the VI-SPDAT:

1. Enter VI-SPDAT into HMIS-CES Workflow
2. Collect documentation (ID, Chronic Homeless Verification, Disability Verification)
3. Email VI-SPDAT and documentation to HomeConnect@ruhealth.org
4. HomeConnect phone number: (800) 498-8847
5. Client's name will be added to the By Name List

Completion of a VI-SPDAT is not a guarantee of housing.



EXHIBIT J – VI-SPDAT PACKET FOR TRANSITION AGED YOUTH (TAY)



VI-SPDAT Screening Summary & Introduction Statement

VI-SPDAT Approved Assessor - Read this statement to the individual:

My name is *(provide your name)* and I work with *(provide your agency)*. Riverside County is prioritizing individuals for housing assistance through a Coordinated Entry System called HomeConnect. The information on this assessment will be stored in our database at HomeConnect to enable us to link you to housing resources and services that may become available.

- It usually takes about 7 minutes to complete.
- Please only give yes, no or one-word answers.
- If you do not understand the questions, we can get you more information if you need it.
- You can skip any questions you do not want to answer.
- Please be as honest as possible and just tell the truth. There is no right or wrong answer.
- This is not a guarantee of housing. This is not a housing application.

Participant First Name:	Participant Last Name:	Today's Date:
Social Security Number:	Participant Phone:	Participant Email:
Homeless in City of (City & Zip):	Homeless Since (Month/Year): Month _____ Year _____ Total Time Homeless: _____ ☐ Meets Chronic Homeless Definition	Can Usually be Located Here:
U.S. Veteran: ☐ Yes ☐ No ☐ Declined to State	Veteran Discharge Status: ☐ General ☐ Honorable ☐ Other than Honorable ☐ Dishonorable ☐ Uncharacterized ☐ Bad Conduct	
Previously in Foster Care: ☐ Yes ☐ No ☐ Declined to State	Disability: ☐ Yes _____ ☐ No ☐ Refused/Declined to State	
VI-SPDAT Assessor Name:	VI-SPDAT Assessor Agency:	VI-SPDAT Assessor Email & Phone:



VI-SPDAT Screener and Match Initiation Consent Form

Authorization to Share Protected Health Information and Participate in Survey

Participant Last Name:	Participant First Name:	DOB (MM/DD/YYYY):

Please initial below if you agree with the following statements:

_____ I agree to allow my responses to this survey or these surveys to be disclosed and received by the organizations that participate in the HomeConnect system, which include but are not limited to:

- Valley Restart Shelter
- Path of Life
- Coachella Valley Rescue Mission
- Veteran-Service Providers
- Riverside County Departments
- Supportive Housing Providers of Riverside
- Affiliated Service Providers
- RUHS Departments
- Veterans Administration
- Housing Authority - County of Riverside

_____ I understand that the information from this survey will be entered into a data information System and Performance Management database for HomeConnect. My personal information will be kept in accordance with all Federal, State, and local laws and regulations related to protecting personal information.

_____ I understand that the following information can be shared with participating agencies in Riverside County as needed to help me find appropriate housing and services:

- Name
- Birth date
- Gender
- Photo (optional)
- Housing and homelessness history
- Medical and/or mental health treatment history
- Income
- Contact information
- Additional information used strictly for matching me with suitable housing and/or services

Initials:

_____ I allow my case manager or outreach worker to enter my responses to the interview survey questions into a secure database – the HomeConnect/HMIS system. My signature below signifies my permission.

_____ I, or my outreach worker/case manager, can be contacted about my survey.

_____ I understand that the information I provide will be used to determine if I am eligible for participating housing, services or related programs.

_____ I understand that participating in the HomeConnect/HMIS system does not guarantee that I will be called for a housing program.

_____ I understand that the HomeConnect/HMIS system will act as the agency that matches my information against eligibility requirements of housing that may become available for which I may be eligible.



VI-SPDAT Screener and Match Initiation Consent Form

Important Rights and Other Required Statements You Should Know

- You may revoke this authorization at any time. All participating organizations of the HomeConnect/HMIS system agree to use information provided to only link clients with housing or supportive service options.
- This authorization is completely voluntary and you do not have to agree to authorize any use or disclosure.
- You have a right to a copy of this authorization once you have signed it.

SIGN BELOW IF AGREEING TO BE INTERVIEWED

Your signature (or mark) below indicates that you have read (or have been read) the information provided above, have received answers to your questions, and have freely chosen to be interviewed. By agreeing to be interviewed, you are not giving up any of your legal rights.

Date	Signature (or mark) of Participant	Printed Name of Participant



**County of Riverside Continuum of Care
Homeless Management Information System
(HMIS)**

Consent for Release of Information

The County of Riverside Continuum of Care Homeless Management Information System (HMIS) is an electronic database that securely records information (data) about clients accessing housing and homeless services within Riverside County. This organization participates in the HMIS database and shares information with other organizations that use this database. This database helps us to better understand homelessness, to improve service delivery to the homeless, and to evaluate the effectiveness of services provided to the homeless. The information you provide for the HMIS database helps us coordinate the most effective services for you and your household members.

What information is shared in the HMIS Database?

1. Name	17. Non-Cash Benefits
2. Social Security Number	18. Health Insurance
3. Date of Birth	19. Physical Disability
4. Race	20. Developmental Disability
5. Ethnicity	21. Chronic Health Condition
6. Gender	22. HIV/AIDS
7. Veteran Status	23. Mental Health Problem
8. Disabling Condition	24. Substance Abuse
9. Project Start Date	25. Domestic Violence
10. Project Exit Date	26. Contact
11. Destination	27. Date of Engagement
12. Relationship to Head of Household	28. Enrollment Details
13. Location	29. Services/Assessments/Events
14. Housing Move-In Date	30. Notes
15. Living Situation	31. Files
16. Income and Sources	32. Enrollment History
	33. CoC Required Client Profile Data Fields
	34. CoC Required Enrollment Data Fields

***Note: Substance use data is collected in HMIS
but is not shared with the RivCoONE system***

What information is shared in the RivCoONE Database?

First Name	Earned Income	Physical Disability
Middle Name	State Children's Health Insurance Program (S-CHIP)	If Yes for "Physical Disability" Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently
Last Name	Veteran's Administration (VA) Medical Services	Information Date
Suffix	Employer-Provided Health Insurance	Developmental Disability
Name Data Quality	Health Insurance through COBRA	Information Date
Social Security Number	Private Pay Health Insurance	Chronic Health Condition
Social Security Number Data Quality	State Health Insurance for Adults	If Yes for "Chronic Health Condition" Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently
Date of Birth	Unemployment Insurance	Information Date
Date of Birth Data Quality	Supplemental Security Income (SSI)	Mental Health Disorder
Race and Ethnicity	Social Security Disability Insurance (SSDI)	If Yes for "Mental Health Disorder" Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently
Additional Race and Ethnicity Detail	VA Service-Connected Disability Compensation	Information Date
Gender	VA Non-Service-Connected Disability Pension	Information Date
Veteran Status	Private Disability Insurance	Current Living Situation
Prior Living Situation	Worker's Compensation	Rental Subsidy Type
ZIP code	Temporary Assistance for Needy Families (TANF)	Living Situation verified by
geolocation	General Assistance (GA)	Is client going to have to leave their current living situation within 14 days?
insurance information	Retirement Income from Social Security	Has a subsequent residence been identified?
Contact: Phone Number	Pension or Retirement Income from a Former Job	Does individual or family have resources or support networks to obtain other permanent housing?
Contact: Address	Child Support	Has the client had a lease or ownership interest in a permanent housing unit in the last 60 days?
Service Name Provided	Alimony or Other Spousal Support	Has the client moved 2 or more times in the last 60 days?
Service Name Start Date	Other Source of Income	Location details
Service Name End Date	Specify Other Income Source	Date of Engagement
Service Type Provided	Total Monthly Income	Bed-Night Date
Household Composition	Information Date	Coordinated Entry Assessment Date

Types of Income	Non-Cash Benefits from Any Source	Assessment Location
Disabling Condition	SNAP	Assessment Type
Project Name	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	Assessment Level
Project Start Date	TANF Child Care Services	Prioritization Status
Project Exit Date	TANF Transportation Services	Coordinated Entry Date of Event
Destination	Other TANF-funded Services	Referrals (from and to other agencies)
Relationship to Head of Household	Other Source of Non-Cash Benefit	Event Type (Referral/Problem Solving/ Diversion/Rapid Resolution intervention or service)
Housing Move-in Date	Specify Other Non-Cash Benefit Source	Problem Solving/Diversion/Rapid Resolution intervention or service result - Client housed/re-housed in a safe alternative
Type of Residence	Information Date	Referral to post-placement/follow-up case management result - Enrolled in Aftercare project
Rental Subsidy Type	Covered by Health Insurance	Location of Crisis Housing or Permanent Housing Referral [Project name and/or Project ID]
Length of stay in prior living situation	Medicaid	Referral Result
Approximate date this episode of homelessness started	Medicare	Date of Result
Regardless of where they stayed last night, number of times the client has been on the streets, in ES, or SH in the past three years including today	Indian Health Services Program	
Total number of months homeless on the street, in ES, or SH in the past three years	Other Health Insurance	
Information Date	Specify Other Insurance	
Income from Any Source	Information Date	

Who can have access to your information?

COUNTY OF RIVERSIDE CONTINUUM OF CARE - PARTICIPATING AGENCIES

Your information will be shared with other County of Riverside Continuum of Care HMIS participating agencies (both public and private) that agree to maintain the security and confidentiality of the information. These organizations may include homeless service providers, housing groups, healthcare providers and any other appropriate service providers. A list of participating agencies within the County of Riverside Continuum of Care HMIS is available upon request.

COUNTY OF RIVERSIDE – PARTICIPATING DEPARTMENTS

Your information will be shared and transferred to the County of Riverside RivCoONE database to allow county departments to access information to provide available services to county residents. The County agrees to maintain security and confidentiality of the information

How is your personal information protected?

The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth of federal, state, and local regulations governing confidentiality of client records. Each person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information. HMIS data is secured by passwords and encryption technology.

The information that is transferred to RivCoONE is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth in federal, state and local regulations governing the confidentiality of client records. RivCoONE data is secured by passwords and encryption technology. BY SIGNING THIS FORM, I UNDERSTAND AND AGREE THAT:

- The information gathered and prepared by this agency will be included in a HMIS database of participating agencies (list available), and only shared with participating agencies, who have entered into an HMIS Agency Participating Agreement.
- The information shared and transferred to Riverside County RivCoONE database will only be shared with the County departments authorized under Riverside County Board of Supervisors Policy B-23, which governs interdepartmental data sharing for integrated service delivery.
- Shared information will be used only to coordinate services for the benefit of the client and will not be used for punitive purposes.
- **BY SIGNING THIS FORM, I UNDERSTAND AND AGREE THAT:** I understand I have the right to receive services, even if I do not sign this consent form.
- I understand that I have the right to receive a copy of this consent form.
- I understand this consent and release is valid for seven (7) years after the date of signature below, unless I revoke my consent in writing.

- I understand I have the right to file a grievance with any HMIS participating agency.
- I understand that I have the right to revoke previous authorization to share at any time by completing the revocation form found at rivcohws.org/ROI and sending it to HMISSupport@rivco.org or mailing it to:
Riverside County, HMIS Lead Agency
3403 Tenth St., Riverside, CA 92501.

The revocation will not apply to information that has already been shared or until the provider receives the revocation. Upon receipt of your revocation, we will remove your Personal Protected Information (PPI) from the shared HMIS database.

- I also understand that I have the right to individually revoke my consent to share data with County of Riverside, RivCoONE at any time by personally delivering or mailing a signed written revocation and personally delivering or mailing to:
Riverside County
RivCoONE
3901 Lime Street
Riverside, CA 92501

Or if more convenient, you may complete revocation form found at rivcohws.org/ROI and send to HMISSupport@rivco.org, and Riverside County HMIS Lead Agency staff will mail or deliver to Riverside County, RivCoONE on your behalf.

The revocation will not apply to information that has already been shared or until the provider receives the revocation. Upon receipt of your revocation, we will remove your Personal Protected Information (PPI) from the RivCoONE database.

• **SIGNATURE AND ACKNOWLEDGEMENT**

Your signature below indicates that you have read (or been read) this client consent form, have received answers to your questions, and you freely consent to have your information, and that of your dependent children (if any), entered into the HMIS database and shared with other participating organizations and County of Riverside, RivCoONE as described in this consent form.

CLIENT NAME	SIGNATURE OF CLIENT	DATE

SPOUSE NAME	SIGNATURE OF SPOUSE	DATE

List all dependent children under 18 in household (if any):

☐ I DO NOT WISH TO PARTICPATE IN HAVING MY PERSONAL INFORMATION SHARED IN THE HMIS SYSTEM

☐ I DO NOT WISH TO PARTICPATE IN HAVING MY PERSONAL INFORMATION SHARED IN THE RivCoONE System

NAME OF ORGANIZATION STAFF

ORGANIZATION NAME

DATE

TO REVOKE CONSENT FOR CONTINUUM OF CARE HMIS SYSTEM:

I, _____ revoke consent as of _____
SIGNATURE OF CLIENT DATE

Organization Staff: _____

Date: _____

Continuum of Care Division Website: <https://rivcohws.org/continuum-care-division>

TO REVOKE CONSENT FOR RIVERSIDE COUNTY RIVCOONE SYSTEM:

I, _____ revoke consent as of _____
SIGNATURE OF CLIENT DATE

Organization Staff: _____

Date: _____

Continuum of Care Division Website: <https://rivcohws.org/continuum-care-division>

VULNERABILITY INDEX – SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

Transition Aged Youth (TAY)

AMERICAN VERSION 2.0

ADMINISTRATION

First Name:	Last Name:		
Date:	Race/Ethnicity:		
Start Time:	Gender Identity (Male, Female, Transgender, Other):		
End Time:	Identifies as LGBTQ2+?	☐ Yes	☐ No
Survey Location - Shelter, Outreach, Drop In, or Other (specify):	Date of Birth:		
Previous VI-SPDAT completed?	☐ Yes ☐ No	Ever served in the military?	☐ Yes ☐ No
Previous VI-SPDAT Score:	Pet(s)?	☐ Yes	☐ No

OPENING SPEAKING POINTS

Cover the following in the opening explanation of the TAY-VI-SPDAT each time:

- The purpose of doing the triage for youth aged 24 years of age or younger
- Approximately how long it will take
- How to answer the questions (yes, no or simple one-word answers)
- That they can get clarification if they do not understand a question
- That they can skip or refuse to answer any question, **without penalty**
- Where the information is stored
- The importance of being as honest as they feel comfortable being
- That some answers provided may need further verification from other sources (like whether or not they meet the definition of chronic homelessness)
- Consent to participate in the process

Disclaimer:

OrgCode Consulting, Inc. (OrgCode) cannot control the way in which the VI-SPDAT and SPDAT products will be used, applied or integrated by communities, agencies or frontline staff. OrgCode assumes no legal responsibility or liability for the decisions that are made or services that are received in conjunction with the tools.



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SECTION ONE: PRESENTING NEEDS

1. Most days can you:

a. Find a safe place to sleep	☐ Y	☐ N	☐ R
b. Access a bathroom when you need it	☐ Y	☐ N	☐ R
c. Access a shower when you need it	☐ Y	☐ N	☐ R
d. Get food	☐ Y	☐ N	☐ R
e. Get water or other non-alcoholic beverages to stay hydrated	☐ Y	☐ N	☐ R
f. Get clothing or access laundry when you need it	☐ Y	☐ N	☐ R
g. Safely store your stuff	☐ Y	☐ N	☐ R ☐ NA

Score 1 if NO to Question 1 a, b, c, d, e, f or g.

☐

SECTION TWO: HOUSING HISTORY

2. How long has it been since you lived in stable, permanent housing?

3. In the last three years, how many times have you been homeless?

4. IF THE ANSWER TO QUESTION 3 IS 4 OR MORE:

Thinking about those last three years and the different times you were homeless... if you add up all the months you were homeless, what is the total length of time you have experienced homelessness?

 months

5. Do you have any diagnosed, documented, disabling conditions?

☐ Y ☐ N ☐ RScore 1 if YES to Question 5 and any of the following conditions are met:☐

- If the youth experienced:
 - 1 or more consecutive years of homelessness or
 - 4+ episodes of homelessness and the total duration of homelessness is 12+ months.

6. Have you ever lived in a home that you own or an apartment in your name?

☐ Y ☐ N ☐ R7. Have you and/or your family spent a lot of time without stable housing?
Did you all move around a lot?☐ Y ☐ N ☐ R

8. Were you in an out-of-home placement (foster care, group home, etc.) as a minor?

☐ Y ☐ N ☐ RScore 1 if any of the following conditions are met:☐

- NO to Question 6;
- YES to Question 7;
- YES to Question 8.



SECTION THREE: VULNERABILITIES AND HOUSING SUPPORT NEEDS

9. In the last 6 months, how many times have you: # of times
- | | |
|--|-------|
| a. Gone to the emergency room/department | _____ |
| b. Taken an ambulance | _____ |
| c. Been hospitalized as an inpatient | _____ |
| d. Used a crisis service or hotline like suicide prevention, mental health crisis or teen/youth crisis counsellor at school or a drop-in | _____ |
| e. Talked to police because you witnessed a crime, were the victim of a crime, were the alleged perpetrator of a crime, or because they asked you to move along because of loitering, sleeping in a public place or anything like that | _____ |
| f. Stayed one or more nights in jail, a holding cell, juvenile detention or prison | _____ |

If the total number of interactions equals 4 or more, score 1.

☐

10. Since you have been homeless:

a. Have you been beaten up or assaulted	☐ Y	☐ N	☐ R
b. Have you threatened to beat up or assault someone else	☐ Y	☐ N	☐ R
c. Have you threatened to harm yourself or harmed yourself	☐ Y	☐ N	☐ R
d. Has anyone threatened you with violence or made you feel unsafe	☐ Y	☐ N	☐ R
e. Has anyone tried to control you through violence or threats of violence whether that be a stranger, friend, partner, relative or parent	☐ Y	☐ N	☐ R

If YES to any of Question 10, score 1.

☐

11. Do you have any legal stuff going on right now that may result in any of the following:

a. Being locked up	☐ Y	☐ N	☐ R
b. Having to pay fines or fees that you cannot afford	☐ Y	☐ N	☐ R
c. Impact your ability to get housing	☐ Y	☐ N	☐ R
d. Impact where you could live in your housing	☐ Y	☐ N	☐ R

12. Have you ever been convicted of a crime that makes it difficult to access or maintain housing?

☐ Y ☐ N ☐ R

13. Did you spend time in Juvenile Corrections & Detention prior to age 18?

☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 11 a, b, c or d;
- YES to Question 12;
- YES to Question 13.

☐


VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

Transition Aged Youth (TAY)

AMERICAN VERSION 2.0

14. Does anyone trick, manipulate, exploit or force you to do things you do not want to do? ☐ Y ☐ N ☐ R

15. Where do you sleep most frequently? (select one response)

☐ Shelters ☐ Transitional Housing ☐ Safe Haven ☐ Couch Surfing/Hopping*
☐ Outdoors ☐ Car ☐ Other _____

16. Do you ever do things that may be considered risky or harmful like run drugs, share a needle, do sex work or survival sex, or anything like that? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 14;
- If the person stays any place other than Shelters or Transitional Housing or Safe Haven in Question 15;
- YES to Question 16.

17. Is there anybody that thinks you owe them money like a family member, friend, past landlord, business, bookie, dealer, bank, credit card company, utility company or anyone like that? ☐ Y ☐ N ☐ R

18. Do you get any money from the government, a job, working under the table, day labour, an inheritance or a pension, or anything like that? ☐ Y ☐ N ☐ R

19. Do you ever gamble with money you cannot afford to lose or have debts associated with gambling? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 17;
- NO to Question 18;
- YES to Question 19.

20. Do you have planned activities, other than activities for survival, at least four days per week that make you feel happy and fulfilled? ☐ Y ☐ N ☐ R

If NO to Question 20, score 1.

21. Do you have a collection of belongings that gets in the way with your ability to access services or housing? ☐ Y ☐ N ☐ R ☐ NA

If YES to Question 21, score 1.

22. Would you say that your current homelessness was caused by any of the following:

- a. You went on the run from a family home, group home, or foster home ☐ Y ☐ N ☐ R
- b. There was violence at the home between family members ☐ Y ☐ N ☐ R
- c. There were differences in religious beliefs between your parents/guardian/caregivers ☐ Y ☐ N ☐ R
- d. There were conflicts about gender identity or sexual orientation ☐ Y ☐ N ☐ R

*Couch surfing/hopping does not meet HUD homeless eligibility however there are other programs for which a youth experiencing homelessness and couch hopping may qualify, i.e. programs funded by RHY/FSBY, and other State or local programs such as basic center program or extended foster care benefits. Communities should take this into consideration when verifying eligibility for youth experiencing homelessness.



VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

Transition Aged Youth (TAY)

AMERICAN VERSION 2.0

23. Do most of your family and friends have stable housing? ☐ Y ☐ N ☐ R

If YES to any of Question 22, and/or NO to Question 23, score 1.

☐

24. Are you 17 years of age or younger? ☐ Y ☐ N ☐ R

25. Do you have any physical or mental health issues or cognitive issues including a brain injury, that you might require assistance to access or keep housing? ☐ Y ☐ N ☐ R

26. Are you currently pregnant (if applicable)? ☐ Y ☐ N ☐ R

27. Were you pregnant or did you get someone else pregnant as a minor? ☐ Y ☐ N ☐ R

If YES to Question 24, Question 25, Question 26 and/or Question 27, score 1.

☐

28. Do you use alcohol or drugs in a way that it:

a. Impacts your life in a negative way most days ☐ Y ☐ N ☐ R

b. Makes it hard to access housing ☐ Y ☐ N ☐ R

c. Might require assistance to maintain housing ☐ Y ☐ N ☐ R

29. Did you try marijuana at or under the age of 12 years old? ☐ Y ☐ N ☐ R

If YES to any of Question 28 and/or Question 29, score 1.

☐

30. Are there any medications that, for whatever reason:

a. You sell instead of taking ☐ Y ☐ N ☐ R

b. You use in a way other than how it is prescribed ☐ Y ☐ N ☐ R

c. You can't get to because you don't feel safe ☐ Y ☐ N ☐ R

d. You find impossible to take or you forget to take ☐ Y ☐ N ☐ R

If YES to any of Question 30, score 1.

☐

31. Has your homelessness been caused by any recent or past trauma or abuse? ☐ Y ☐ N ☐ R

If YES to Question 31, score 1.

☐


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32. High Risk of Long Term Homelessness

Score 1 if all of the following conditions are met:

- YES to Question 13
- YES to Question 22 (a, b c or d);
- YES to Question 27;
- YES to Question 29.

TOTAL SCORE

SCORING RANGE	RECOMMENDED COURSE OF ACTION
0-3	Assess for least intensive service supports
4-7	Assess for moderate and often time-limited supports
8+	Assess for high intensity supports lasting for a longer duration of time and perhaps even permanently

CONTACT INFORMATION

On a typical day, what is the best way to reach you?

If that is unsuccessful, what is the next best way to reach you?



Follow Up

What to do with the VI-SPDAT:

1. Enter VI-SPDAT into HMIS-CES Workflow
2. Collect documentation (ID, Chronic Homeless Verification, Disability Verification)
3. Email VI-SPDAT and documentation to HomeConnect@ruhealth.org
4. HomeConnect phone number: (800) 498-8847
5. Client's name will be added to the By Name List

Completion of a VI-SPDAT is not a guarantee of housing.

EXHIBIT K – VI-SPDAT PACKET FOR FAMILIES



VI-SPDAT Screening Summary & Introduction Statement

VI-SPDAT Approved Assessor - Read this statement to the individual:

My name is *(provide your name)* and I work with *(provide your agency)*. Riverside County is prioritizing individuals for housing assistance through a Coordinated Entry System called **HomeConnect**. The information on this assessment will be stored in our database at HomeConnect to enable us to link you to housing resources and services that may become available.

- It usually takes about 7 minutes to complete.
- Please only give yes, no or one-word answers.
- If you do not understand the questions, we can get you more information if you need it.
- You can skip any questions you do not want to answer.
- Please be as honest as possible and just tell the truth. There is no right or wrong answer.
- This is not a guarantee of housing. This is not a housing application.

Participant First Name:	Participant Last Name:	Today's Date:
Social Security Number:	Participant Phone:	Participant Email:
Homeless in City of (City & Zip):	Homeless Since (Month/Year): Month _____ Year _____ Total Time Homeless: _____ ☐ Meets Chronic Homeless Definition	Can Usually be Located Here:
U.S. Veteran: ☐ Yes ☐ No ☐ Declined to State	Veteran Discharge Status: ☐ General ☐ Honorable ☐ Other than Honorable ☐ Dishonorable ☐ Uncharacterized ☐ Bad Conduct	
Previously in Foster Care: ☐ Yes ☐ No ☐ Declined to State	Disability: ☐ Yes _____ ☐ No ☐ Refused/Declined to State	
VI-SPDAT Assessor Name:	VI-SPDAT Assessor Agency:	VI-SPDAT Assessor Email & Phone:



VI-SPDAT Screener and Match Initiation Consent Form

Authorization to Share Protected Health Information and Participate in Survey

Participant Last Name:	Participant First Name:	DOB (MM/DD/YYYY):

Please initial below if you agree with the following statements:

_____ I agree to allow my responses to this survey or these surveys to be disclosed and received by the organizations that participate in the HomeConnect system, which include but are not limited to:

- Valley Restart Shelter
- Path of Life
- Coachella Valley Rescue Mission
- Veteran-Service Providers
- Riverside County Departments
- Supportive Housing Providers of Riverside
- Affiliated Service Providers
- RUHS Departments
- Veterans Administration
- Housing Authority - County of Riverside

_____ I understand that the information from this survey will be entered into a data information System and Performance Management database for HomeConnect. My personal information will be kept in accordance with all Federal, State, and local laws and regulations related to protecting personal information.

_____ I understand that the following information can be shared with participating agencies in Riverside County as needed to help me find appropriate housing and services:

- Name
- Birth date
- Gender
- Photo (optional)
- Housing and homelessness history
- Medical and/or mental health treatment history
- Income
- Contact information
- Additional information used strictly for matching me with suitable housing and/or services

Initials:

_____ I allow my case manager or outreach worker to enter my responses to the interview survey questions into a secure database – the HomeConnect/HMIS system. My signature below signifies my permission.

_____ I, or my outreach worker/case manager, can be contacted about my survey.

_____ I understand that the information I provide will be used to determine if I am eligible for participating housing, services or related programs.

_____ I understand that participating in the HomeConnect/HMIS system does not guarantee that I will be called for a housing program.

_____ I understand that the HomeConnect/HMIS system will act as the agency that matches my information against eligibility requirements of housing that may become available for which I may be eligible.



VI-SPDAT Screener and Match Initiation Consent Form

Important Rights and Other Required Statements You Should Know

- You may revoke this authorization at any time. All participating organizations of the HomeConnect/HMIS system agree to use information provided to only link clients with housing or supportive service options.
- This authorization is completely voluntary and you do not have to agree to authorize any use or disclosure.
- You have a right to a copy of this authorization once you have signed it.

SIGN BELOW IF AGREEING TO BE INTERVIEWED

Your signature (or mark) below indicates that you have read (or have been read) the information provided above, have received answers to your questions, and have freely chosen to be interviewed. By agreeing to be interviewed, you are not giving up any of your legal rights.

Date

Signature (or mark) of Participant

Printed Name of Participant



**County of Riverside Continuum of Care
Homeless Management Information System
(HMIS)**

Consent for Release of Information

The County of Riverside Continuum of Care Homeless Management Information System (HMIS) is an electronic database that securely records information (data) about clients accessing housing and homeless services within Riverside County. This organization participates in the HMIS database and shares information with other organizations that use this database. This database helps us to better understand homelessness, to improve service delivery to the homeless, and to evaluate the effectiveness of services provided to the homeless. The information you provide for the HMIS database helps us coordinate the most effective services for you and your household members.

What information is shared in the HMIS Database?

1. Name	17. Non-Cash Benefits
2. Social Security Number	18. Health Insurance
3. Date of Birth	19. Physical Disability
4. Race	20. Developmental Disability
5. Ethnicity	21. Chronic Health Condition
6. Gender	22. HIV/AIDS
7. Veteran Status	23. Mental Health Problem
8. Disabling Condition	24. Substance Abuse
9. Project Start Date	25. Domestic Violence
10. Project Exit Date	26. Contact
11. Destination	27. Date of Engagement
12. Relationship to Head of Household	28. Enrollment Details
13. Location	29. Services/Assessments/Events
14. Housing Move-In Date	30. Notes
15. Living Situation	31. Files
16. Income and Sources	32. Enrollment History
	33. CoC Required Client Profile Data Fields
	34. CoC Required Enrollment Data Fields

Note: Substance use data is collected in HMIS
but is not shared with the RivCoONE system

What information is shared in the RivCoONE Database?

First Name	Earned Income	Physical Disability
Middle Name	State Children's Health Insurance Program (S-CHIP)	If Yes for "Physical Disability" Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently
Last Name	Veteran's Administration (VA) Medical Services	Information Date
Suffix	Employer-Provided Health Insurance	Developmental Disability
Name Data Quality	Health Insurance through COBRA	Information Date
Social Security Number	Private Pay Health Insurance	Chronic Health Condition
Social Security Number Data Quality	State Health Insurance for Adults	If Yes for "Chronic Health Condition" Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently
Date of Birth	Unemployment Insurance	Information Date
Date of Birth Data Quality	Supplemental Security Income (SSI)	Mental Health Disorder
Race and Ethnicity	Social Security Disability Insurance (SSDI)	If Yes for "Mental Health Disorder" Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently
Additional Race and Ethnicity Detail	VA Service-Connected Disability Compensation	Information Date
Gender	VA Non-Service-Connected Disability Pension	Information Date
Veteran Status	Private Disability Insurance	Current Living Situation
Prior Living Situation	Worker's Compensation	Rental Subsidy Type
ZIP code	Temporary Assistance for Needy Families (TANF)	Living Situation verified by
geolocation	General Assistance (GA)	Is client going to have to leave their current living situation within 14 days?
insurance information	Retirement Income from Social Security	Has a subsequent residence been identified?
Contact: Phone Number	Pension or Retirement Income from a Former Job	Does individual or family have resources or support networks to obtain other permanent housing?
Contact: Address	Child Support	Has the client had a lease or ownership interest in a permanent housing unit in the last 60 days?
Service Name Provided	Alimony or Other Spousal Support	Has the client moved 2 or more times in the last 60 days?
Service Name Start Date	Other Source of Income	Location details
Service Name End Date	Specify Other Income Source	Date of Engagement
Service Type Provided	Total Monthly Income	Bed-Night Date
Household Composition	Information Date	Coordinated Entry Assessment Date

Types of Income	Non-Cash Benefits from Any Source	Assessment Location
Disabling Condition	SNAP	Assessment Type
Project Name	Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	Assessment Level
Project Start Date	TANF Child Care Services	Prioritization Status
Project Exit Date	TANF Transportation Services	Coordinated Entry Date of Event
Destination	Other TANF-funded Services	Referrals (from and to other agencies)
Relationship to Head of Household	Other Source of Non-Cash Benefit	Event Type (Referral/Problem Solving/Diversion/Rapid Resolution intervention or service)
Housing Move-in Date	Specify Other Non-Cash Benefit Source	Problem Solving/Diversion/Rapid Resolution intervention or service result - Client housed/re-housed in a safe alternative
Type of Residence	Information Date	Referral to post-placement/follow-up case management result - Enrolled in Aftercare project
Rental Subsidy Type	Covered by Health Insurance	Location of Crisis Housing or Permanent Housing Referral [Project name and/or Project ID]
Length of stay in prior living situation	Medicaid	Referral Result
Approximate date this episode of homelessness started	Medicare	Date of Result
Regardless of where they stayed last night, number of times the client has been on the streets, in ES, or SH in the past three years including today	Indian Health Services Program	
Total number of months homeless on the street, in ES, or SH in the past three years	Other Health Insurance	
Information Date	Specify Other Insurance	
Income from Any Source	Information Date	

Who can have access to your information?

COUNTY OF RIVERSIDE CONTINUUM OF CARE - PARTICIPATING AGENCIES

Your information will be shared with other County of Riverside Continuum of Care HMIS participating agencies (both public and private) that agree to maintain the security and confidentiality of the information. These organizations may include homeless service providers, housing groups, healthcare providers and any other appropriate service providers. A list of participating agencies within the County of Riverside Continuum of Care HMIS is available upon request.

COUNTY OF RIVERSIDE – PARTICIPATING DEPARTMENTS

Your information will be shared and transferred to the County of Riverside RivCoONE database to allow county departments to access information to provide available services to county residents. The County agrees to maintain security and confidentiality of the information

How is your personal information protected?

The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth of federal, state, and local regulations governing confidentiality of client records. Each person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information. HMIS data is secured by passwords and encryption technology.

The information that is transferred to RivCoONE is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth in federal, state and local regulations governing the confidentiality of client records. RivCoONE data is secured by passwords and encryption technology. BY SIGNING THIS FORM, I UNDERSTAND AND AGREE THAT:

- The information gathered and prepared by this agency will be included in a HMIS database of participating agencies (list available), and only shared with participating agencies, who have entered into an HMIS Agency Participating Agreement.
- The information shared and transferred to Riverside County RivCoONE database will only be shared with the County departments authorized under Riverside County Board of Supervisors Policy B-23, which governs interdepartmental data sharing for integrated service delivery.
- Shared information will be used only to coordinate services for the benefit of the client and will not be used for punitive purposes.
- **BY SIGNING THIS FORM, I UNDERSTAND AND AGREE THAT:** I understand I have the right to receive services, even if I do not sign this consent form.
- I understand that I have the right to receive a copy of this consent form.
- I understand this consent and release is valid for seven (7) years after the date of signature below, unless I revoke my consent in writing.

- I understand I have the right to file a grievance with any HMIS participating agency.
- I understand that I have the right to revoke previous authorization to share at any time by completing the revocation form found at rivcohws.org/ROI and sending it to HMISsupport@rivco.org or mailing it to:
Riverside County, HMIS Lead Agency
3403 Tenth St., Riverside, CA 92501.

The revocation will not apply to information that has already been shared or until the provider receives the revocation. Upon receipt of your revocation, we will remove your Personal Protected Information (PPI) from the shared HMIS database.

- I also understand that I have the right to individually revoke my consent to share data with County of Riverside, RivCoONE at any time by personally delivering or mailing a signed written revocation and personally delivering or mailing to:
Riverside County
RivCoONE
3901 Lime Street
Riverside, CA 92501

Or if more convenient, you may complete revocation form found at rivcohws.org/ROI and send to HMISsupport@rivco.org, and Riverside County HMIS Lead Agency staff will mail or deliver to Riverside County, RivCoONE on your behalf.

The revocation will not apply to information that has already been shared or until the provider receives the revocation. Upon receipt of your revocation, we will remove your Personal Protected Information (PPI) from the RivCoONE database.

• SIGNATURE AND ACKNOWLEDGEMENT

Your signature below indicates that you have read (or been read) this client consent form, have received answers to your questions, and you freely consent to have your information, and that of your dependent children (if any), entered into the HMIS database and shared with other participating organizations and County of Riverside, RivCoONE as described in this consent form.

CLIENT NAME	SIGNATURE OF CLIENT	DATE

SPOUSE NAME	SIGNATURE OF SPOUSE	DATE

List all dependent children under 18 in household (if any):

☐ I DO NOT WISH TO PARTICPATE IN HAVING MY PERSONAL INFORMATION SHARED IN THE HMIS SYSTEM

☐ I DO NOT WISH TO PARTICPATE IN HAVING MY PERSONAL INFORMATION SHARED IN THE RivCoONE System

NAME OF ORGANIZATION STAFF

ORGANIZATION NAME

DATE

TO REVOKE CONSENT FOR CONTINUUM OF CARE HMIS SYSTEM:

I, _____ revoke consent as of _____
SIGNATURE OF CLIENT DATE

Organization Staff: _____ Date: _____
Continuum of Care Division Website: <https://rivcohws.org/continuum-care-division>

TO REVOKE CONSENT FOR RIVERSIDE COUNTY RIVCOONE SYSTEM:

I, _____ revoke consent as of _____
SIGNATURE OF CLIENT DATE

Organization Staff: _____ Date: _____
Continuum of Care Division Website: <https://rivcohws.org/continuum-care-division>

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 3.0

ADMINISTRATION

Head of Household First Name:		Head of Household Last Name:	
Date:		Race/Ethnicity:	
Start Time:		Gender Identity (Male, Female, Transgender, Other):	
End Time:		Identifies as LGBTQ2+? ☐ Yes ☐ No	
Survey Location - Shelter, Outreach, Drop In, or Other (specify):		Date of Birth:	
Previous VI-SPDAT completed?	☐ Yes ☐ No	Ever served in the military?	☐ Yes ☐ No
Previous VI-SPDAT Score:		Pet(s)?	☐ Yes ☐ No

2nd Head of Household First Name:		2nd Head of Household Last Name:	
Date:		Race/Ethnicity:	
Start Time:		Gender Identity (Male, Female, Transgender, Other):	
End Time:		Identifies as LGBTQ2+? ☐ Yes ☐ No	
Survey Location - Shelter, Outreach, Drop In, or Other (specify):		Date of Birth:	
Previous VI-SPDAT completed?	☐ Yes ☐ No	Ever served in the military?	☐ Yes ☐ No
Previous VI-SPDAT Score:		Pet(s)?	☐ Yes ☐ No

Disclaimer:

OrgCode Consulting, Inc. (OrgCode) cannot control the way in which the VI-SPDAT and SPDAT products will be used, applied or integrated by communities, agencies or frontline staff. OrgCode assumes no legal responsibility or liability for the decisions that are made or services that are received in conjunction with the tools.



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OPENING SPEAKING POINTS

Cover the following in the opening explanation of the F-VI-SPDAT each time:

- The purpose of doing this triage with households that have children and are currently experiencing homelessness
- Some of the questions are personal in nature. It is their choice whether or not they want their children present, and if they do choose to have their children present, they can choose to skip questions that they don't want to answer in front of their children that we can try to come back to at the end or another time if someone can watch their children for a few minutes.
- Approximately how long it will take
- How to answer the questions (yes, no or simple one-word answers)
- That they can get clarification if they do not understand a question
- That they can skip or refuse to answer any question
- Where the information is stored
- The importance of being as honest as they feel comfortable being
- That some answers provided may need further verification from other sources (like whether or not they meet the definition of chronic homelessness)
- Consent to participate in the process

SECTION ONE: CHILDREN WITHIN THE HOUSEHOLD

1. How many children under the age of 18 are currently with you? _____
2. How many children under the age of 18 are not currently with your family, but you have reason to believe they will be joining you when you get housed? _____
3. Is any member of the family currently pregnant (*if applicable*)? ☐ Y ☐ N ☐ R
4. Please provide a list of children in your household:

Child 1 First Name:	Child 1 Last Name:
Child 1 Date of Birth:	Child 1 With Family?
Child 2 First Name:	Child 2 Last Name:
Child 2 Date of Birth:	Child 2 With Family?
Child 3 First Name:	Child 3 Last Name:
Child 3 Date of Birth:	Child 3 With Family?
Child 4 First Name:	Child 4 Last Name:
Child 4 Date of Birth:	Child 4 With Family?
Child 5 First Name:	Child 5 Last Name:
Child 5 Date of Birth:	Child 5 With Family?

Score 1 if *any* of the following conditions are met:

- if there is a single parent with 2+ children, and/or a child aged 11 or younger, and/or a current pregnancy.
- if there are two parents with 3+ children, and/or a child aged 6 or younger, and/or a current pregnancy.



SECTION TWO: PRESENTING NEEDS

5. Most days can you and your family:

a. Find a safe place to sleep	☐ Y	☐ N	☐ R
b. Access a bathroom when you need it	☐ Y	☐ N	☐ R
c. Access a shower when you need it	☐ Y	☐ N	☐ R
d. Get food	☐ Y	☐ N	☐ R
e. Get water or other non-alcoholic beverages to stay hydrated	☐ Y	☐ N	☐ R
f. Get clothing or access laundry when you need it	☐ Y	☐ N	☐ R
g. Safely store your stuff	☐ Y	☐ N	☐ R

Score 1 if NO to Question 5 a, b, c, d, e, f or g.

SECTION THREE: HOUSING HISTORY & CHRONIC HOMELESSNESS DETERMINATION

6. How long has it been since you and your family lived in stable, permanent housing? (is this in days or months or years?) _____

7. In the last three years, how many times have you been homeless? _____

8. IF THE ANSWER TO QUESTION 7 IS 2 OR MORE:

Thinking about those last three years and the different times you and your family were homeless, if you add up all the months you were homeless, what is the total length of time your family has experienced homelessness? _____ months

9. Do you have any diagnosed, documented, disabling conditions? ☐ Y ☐ N ☐ R

Score 1 if YES to QUESTION 9 and the following conditions are met:

- If the head of household:
 - experienced 1 or more consecutive years of homelessness or
 - 4+ episodes of homelessness and the total duration of homelessness is 12+ months.

10. Has your family ever lived in a home that you own or an apartment in your name? ☐ Y ☐ N ☐ R11. Have you and your family ever been evicted? ☐ Y ☐ N ☐ R

Score 1 if NO to Question 10 and/or YES to Question 11.



SECTION FOUR: VULNERABILITIES AND HOUSING SUPPORT NEEDS

12. In the last 6 months, how many times have you or anyone in your family: # of times
- a. Gone to the emergency room/department _____
 - b. Taken an ambulance _____
 - c. Been hospitalized as an inpatient _____
 - d. Used a crisis service or hotline for such concerns as family or intimate partner violence or suicide prevention _____
 - e. Talked to police because you witnessed a crime, were the victim of a crime, were the alleged perpetrator of a crime, or because they asked you to move along because of loitering, sleeping in a public place or anything like that _____
 - f. Stayed one or more nights in jail, a holding cell or prison _____

If the total number of interactions equals 4 or more, score 1.

☐

13. Since your family has been homeless:
- a. Has anyone in your family been beaten up or assaulted ☐ Y ☐ N ☐ R
 - b. Has anyone in your family threatened to beat up or assault someone else ☐ Y ☐ N ☐ R
 - c. Has anyone in your family threatened to harm themselves or harmed themselves ☐ Y ☐ N ☐ R
 - d. Has anyone threatened you or anyone in your family with violence or made any of you feel unsafe ☐ Y ☐ N ☐ R
 - e. Has anyone tried to control you or anyone in your family through violence or threats of violence whether that be a stranger, friend, partner, relative or someone in your family ☐ Y ☐ N ☐ R

If YES to any of Question 13, score 1.

☐

14. Does anyone in your family have any legal stuff going on right now that may result in any of the following:
- a. Being locked up ☐ Y ☐ N ☐ R
 - b. Having to pay fines or fees that you cannot afford ☐ Y ☐ N ☐ R
 - c. Impact your family's ability to get housing ☐ Y ☐ N ☐ R
 - d. Impact where you and your family could live in your housing ☐ Y ☐ N ☐ R
 - e. Impact your family's ability to stay together ☐ Y ☐ N ☐ R
15. Has anyone in your family ever been convicted of a crime that makes it difficult to access or maintain housing ☐ Y ☐ N ☐ R

If YES to any of Question 14 and/or YES to Question 15, score 1.

☐


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FAMILIES

AMERICAN VERSION 3.0

16. Does anyone trick, manipulate, exploit or force anyone in your family to do things they do not want to do? ☐ Y ☐ N ☐ R

17. Where do you and your family sleep most frequently? (select one response)

☐ Shelters

☐ Transitional Housing

☐ Couch Surfing

☐ Outdoors

☐ Car

☐ Other _____

18. Does anyone in your family ever do things that may be considered to be risky or harmful like run drugs, share a needle, do sex work, or anything like that? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 16;
- If the family stays any place other than Shelters or Transitional Housing in Question 17;
- YES to Question 18.

19. Is there anybody that thinks that you or anyone in your family owes them money like a family member, friend, past landlord, business, bookie, dealer, bank, credit card company, utility company or anyone like that? ☐ Y ☐ N ☐ R

20. Do you or anyone in your family get any money from the government, a job, alimony, child support, working under the table, day labour, an inheritance or a pension, or anything like that? ☐ Y ☐ N ☐ R

21. Do you or anyone in your family ever gamble with money they cannot afford to lose or have debts associated with gambling? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 19;
- NO to Question 20;
- YES to Question 21.

22. Does everyone in your family have planned activities, other than activities for survival, at least four days per week that make them feel happy and fulfilled? ☐ Y ☐ N ☐ R

If NO to Question 22, score 1.

23. Does your family have a collection of belongings that gets in the way with your ability to access services or housing? ☐ Y ☐ N ☐ R

If YES to Question 23, score 1.

24. Would you say that your family's current homelessness was caused by any of the following:

a. A relationship that broke down

☐ Y ☐ N ☐ R

b. An unhealthy or abusive relationship

☐ Y ☐ N ☐ R

c. Because family or friends caused your family to lose your housing

☐ Y ☐ N ☐ R



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25. Do most of your family and friends have stable housing? ☐ Y ☐ N ☐ R

If YES to any of Question 24, and/or NO to Question 25, score 1.

26. Is anyone in your current household 60 years of age or older? ☐ Y ☐ N ☐ R

27. Does anyone in your family have any physical or mental health issues or cognitive issues including a brain injury, that might require assistance to access or keep housing? ☐ Y ☐ N ☐ R

If YES to Question 26 and/or YES to Question 27, score 1.

28. Does anyone in your family use alcohol or drugs in a way that it:

- a. Impacts their life in a negative way most days ☐ Y ☐ N ☐ R
- b. Makes it hard to access housing ☐ Y ☐ N ☐ R
- c. Might require assistance to maintain housing ☐ Y ☐ N ☐ R

If YES to any of Question 28, score 1.

29. Are there any medications that, for whatever reason:

- a. A doctor said someone in your family should be taking but they are not taking ☐ Y ☐ N ☐ R
- b. The medication gets sold instead of being taken ☐ Y ☐ N ☐ R
- c. The medication is used other than how it is prescribed ☐ Y ☐ N ☐ R
- d. The medication is impossible to take, forgotten, or chosen not to take it ☐ Y ☐ N ☐ R

If YES to any of Question 29, score 1.

30. Has your family's homelessness been caused by any recent or past trauma or abuse? ☐ Y ☐ N ☐ R

If YES to Question 30, score 1.

31. Are there any children that have been removed from the family by a child protection service in the last six months? ☐ Y ☐ N ☐ R

32. Do you have any family legal issues like child custody, protection issues, divorce, or anything like that being resolved in court or needing to be resolved in court that would impact your housing or who may live within your housing? ☐ Y ☐ N ☐ R

If YES to Question 31 and/or Question 32, score 1.



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33. At any point in the last six months, have any of your children been separated from you to live with another family member or friend? ☐ Y ☐ N ☐ R
34. In the last six months, have any of the children experienced abuse or trauma? ☐ Y ☐ N ☐ R
35. *If there are school-aged children:* Do your children attend school more often than not each week? ☐ Y ☐ N ☐ R

Score 1 if any of the following conditions are met:

- YES to Question 33;
- YES to Question 34;
- NO to Question 35.

36. In the last six months, have the adults in the family changed because of a new relationship, a separation, incarceration, military deployment, or anything like that? ☐ Y ☐ N ☐ R
37. Do you anticipate any other adults or children coming to live with your family in the first six months after you and your family get housed? ☐ Y ☐ N ☐ R

If YES to Question 36 and/or Question 37, score 1.

38. Does your family have a support network for when you need help with your children or other things that come up? ☐ Y ☐ N ☐ R
39. *If there are children 12 and younger as well as 13 and over:* In your household, do the older kids spend two or more hours on a typical day helping their younger siblings with things like getting ready for school, homework, dinner, bathing them, or anything like that? ☐ Y ☐ N ☐ R

If NO to Question 38 and/or YES to Question 39, score 1.

TOTAL SCORE



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SCORING RANGE	RECOMMENDED COURSE OF ACTION
0-3	Assess for least intensive service supports
4-8	Assess for moderate and often time-limited supports
9+	Assess for high intensity supports lasting for a longer duration of time and perhaps even permanently

CONTACT INFORMATION

On a typical day, what is the best way to reach you?

If that is unsuccessful, what is the next best way to reach you?

Follow Up:

What to do with the VI-SPDAT:

1. Enter VI-SPDAT into HMIS-CES Workflow
2. Collect documentation (ID, Chronic Homeless Verification, Disability Verification)
3. Email VI-SPDAT and documentation to HomeConnect@ruhealth.org
4. HomeConnect phone number: (800) 498-8847
5. Client's name will be added to the By Name List

Completion of a VI-SPDAT is not a guarantee of housing.



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