

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



**ITEM: 3.28  
(ID # 28822)**

**MEETING DATE:**  
Tuesday, January 13, 2026

**FROM :** HOUSING AND WORKFORCE SOLUTIONS

**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS (HWS): Ratify and Approve Subrecipient Agreement HWSCoC-95225-CNTY-001-03/28 and Covenant Agreement with Riverside University Health System - Behavioral Health (RUHS-BH) for the Franklin Adult Residential Facility Capital Improvement Project utilizing Housing and Homelessness Incentive Program (HHIP) Funding; and Authorize the HWS Director, or designee, to execute the Subrecipient Agreement and Covenant Agreement with RUHS-BH through March 31, 2028; District 1. [Total Cost: \$2,500,000; up to 20% in additional compensation - 100% State Funding]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve Subrecipient Agreement HWSCoC-95225-CNTY-001-03/28 and the Covenant Agreement with Riverside University Health System - Behavioral Health (RUHS-BH) for participation in the Housing and Homelessness Incentive Program (HHIP), substantially conforming in form and substance to the attached Agreement (Attachment A), for the Franklin Adult Residential Facility Renovation Project in the amount of \$2,500,000, for the term of March 1, 2023 through March 31, 2028; and
2. Authorize the Director of the Department of Housing and Workforce Solutions (HWS), or designee, to execute Subrecipient Agreement HWSCoC-95225-CNTY-001-03/28 and Covenant Agreement with RUHS-BH on behalf of the County, subject to the availability of funding and as approval as to form by County Counsel; and

Continued on Page 2

**ACTION:Policy**

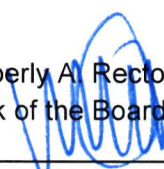
  
Heidi Marshall, Director 12/22/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, seconded by Supervisor Washington 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: January 13, 2026  
xc: HWS

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Authorize the Director of HWS, or designee, to administer all actions necessary related to the Subrecipient Agreement and Covenant Agreement based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign amendments that exercise the options of the Agreement funded by HHIP, including modifications to the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total Agreement amount funded by the HHIP grant.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$2,500,000	\$ 0	\$2,500,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% State Funding			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

The California Advancing and Innovating Medi-Cal (CalAIM) initiative, developed by the California Department of Health Care Services (DHCS) - aims to modernize the Medi-Cal system by providing more equitable, coordinated, and person-centered care. As part of CalAIM, DHCS launched several new benefits and incentive programs, including Enhanced Care Management (ECM) and Community Supports (CS), designed to address clinical and social determinants of health.

One such incentive program is the Housing and Homelessness Incentive Program (HHIP), a voluntary incentive program that awards funding to Medi-Cal Managed Care Plans (MCPs) for demonstrating progress in reducing homelessness, addressing housing insecurity, and building infrastructure to connect members to housing-related services. HHIP dedicates \$1.288 billion in one-time State funding statewide. HHIP funds are specifically intended to reduce and prevent homelessness and strengthen MCP capacity and partnerships to provide effective housing services.

On January 10, 2023, pursuant to Minute Order 3.15, the Board approved accepting grant funds from the California Department of Health Care Services (DHCS), awarded through Inland Empire Health Plan (IEHP), an initial allocation of \$32.6 million from Inland Empire Health Plan (IEHP) and \$2.495 million from Molina Healthcare, for a total award of \$35,095,000.

On October 3, 2023, the Board approved additional incentive funding of \$12 million from the DHCS, awarded through IEHP, bringing Riverside County's total HHIP allocation to \$47,095,000, and extended the grant period through March 31, 2028.

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Funds included in this Agreement were previously approved as part of the County's HHIP Investment Plan (Attachment B) and validated by IEHP and DHCS.

The HHIP Investment Plan identifies eleven (11) priority investment areas within the County's Homelessness System of Care. This Agreement aligns with those priorities by supporting critical capital improvements for a behavioral health residential facility.

**Summary**

Riverside University Health System – Behavioral Health (RUHS-BH) will utilize \$2,500,000 in HHIP funds to support the renovation of a County-owned facility located at 3021 Franklin Avenue, Riverside, CA 92507. The site, formerly used as a library headquarters, is being converted into an 84-bed Adult Residential Facility (ARF), known as Franklin ARF.

Renovations include the adaptive reuse of the existing structure to include a full-service cafeteria, fitness center, laundry facilities, meeting and group rooms, and outdoor recreation and lounge areas. The ARF, licensed by the California Department of Social Services (CDSS) through its Community Care Licensing (CCL) branch, will serve qualifying individuals with severe behavioral health conditions who meet the clinical severity requirements for this level of care including those experiencing homelessness or at risk of homelessness.

RUHS-BH will operate the facility and deliver community support and housing-related services to eligible MCP members and uninsured individuals. Enhanced services will include case management, behavioral health staffing, and substance use disorder treatment and prevention especially for individuals transitioning out of short-term hospital stays.

The Subrecipient Agreement (Attachment A) covers the period March 1, 2023, through March 31, 2028, and has been reviewed and approved as to form by County Counsel.

**Impact on Residents and Businesses**

This project advances Riverside County's strategic efforts to reduce homelessness, improve housing stability, address behavioral health needs among Medi-Cal beneficiaries and uninsured residents. The proposed investment strengthens community well-being by expanding access to supportive housing services, improving health outcomes, and reducing the reliance on emergency services.

**Additional Fiscal Information**

No impact to the County's General Fund. The Housing and Homelessness Incentive Program (HHIP) is 100% funded by California Department of Health Care Services (DHCS) and disbursed by IEHP upon receipt, review, and approval of invoices that at minimum include the following elements:

- 1) Specified amounts
- 2) Benchmarks met
- 3) Investment Plan Activity

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4) Corresponding HHIP measure impacted and supporting scope of work. .

**Contract History and Price Reasonableness**

In alignment with the HHIP Investment Plan, the Department of Housing and Workforce Solutions (HWS) recommends entering into a Subrecipient Agreement with RUHS-BH to carry out eligible activities under:

- **Activity 3: Community Support Services Enhancement** – Supporting organizations that serve individuals with Serious Mental Illness (SMI) or Serious Emotional Disturbance (SED) by expanding housing-related services; and
- **Activity 10: Expansion of Community Support Providers** – Enhancing housing-related care services such as case management in clinics, behavioral health staffing, and substance use treatment for the unsheltered population.

The total contract amount not to exceed \$2,500,000 is deemed reasonable and consistent with eligible uses under HHIP guidelines.

**ATTACHMENTS:**

ATTACHMENT A. HHIP Subrecipient Agreement – HWSCoC-95225-CNTY-001-03/28

ATTACHMENT B. HHIP Investment Plan

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

  
\_\_\_\_\_  
Stacey Pena, EO Management Analyst 1/7/2026

  
\_\_\_\_\_  
Aaron Gettis, Chief Deputy County Counsel 12/23/2025

**SUBRECIPIENT AGREEMENT**  
**FOR THE HOUSING and HOMELESS INCENTIVE PROGRAM (HHIP)**  
**FOR A CAPITAL IMPROVEMENT PROJECT**

This SUBRECIPIENT AGREEMENT FOR THE HOUSING and HOMELESS INCENTIVE PROGRAM (HHIP) CAPITAL IMPROVEMENT PROJECTS (“AGREEMENT”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Riverside University Health System-Behavioral Health (herein referenced to as “SUBRECIPIENT”) and the Department of Housing and Workforce Solutions, (herein referred to as “COUNTY”). Both agencies of the COUNTY OF RIVERSIDE, a political subdivision of the State of California. The COUNTY and SUBRECIPIENT may be individually referred to herein as a “Party” and collectively as the “Parties”.

**RECITALS**

WHEREAS, pursuant to Section 9817 of the American Rescue Plan Act (ARPA) of 2021, the California Department of Health Care Services (DHCS) developed a Medi-Cal Home and Community-Based Services (HCBS) Spending Plan to enhance, expand, and strengthen HCBS throughout the state; and

WHEREAS, the Housing and Homelessness Incentive Program (HHIP) is one of the HCBS Transitions Initiatives under the Spending Plan and is designed to support a whole-person care model by improving access to services and addressing housing insecurity as a social determinant of health; and

WHEREAS, Inland Empire Health Plan (IEHP) and Molina Healthcare of California (collectively, the “Managed Care Plans” or “MCPs”) are participating in HHIP and have awarded the County of Riverside (“COUNTY”) HHIP grant funds in the amounts of Thirty-Two Million Dollars (\$32,000,000) through IEHP and Two Million Four Hundred Ninety-Five Thousand Dollars (\$2,495,000) through Molina Healthcare; and

WHEREAS, the COUNTY received full disbursement of these funds following the execution of agreements with both MCPs, which were designated to support one-time investments in the County’s homeless system of care, including through partnerships with the local Continuum of Care (CoC); and

1 WHEREAS, on January 10, 2023, pursuant to Minute Order 3.15, the COUNTY accepted  
 2 HHIP grant funds from DHCS awarded through IEHP, and authorized the Director of Housing  
 3 and Workforce Solutions, or designee, to execute individual HHIP Agreements and amendments  
 4 with identified service providers for the term beginning January 10, 2023, and ending March 31,  
 5 2024, subject to available funding; and WHEREAS, on October 3, 2023, pursuant to Minute Order  
 6 3.17, the COUNTY accepted an additional Twelve Million Dollars (\$12,000,000) in HHIP funds  
 7 from DHCS through IEHP, approved the First Amended and Restated HHIP Agreement  
 8 (HWSCoC-0004868), and extended the term of the program through March 31, 2028; and

9 WHEREAS, the COUNTY desires to contract with SUBRECIPIENT, Riverside  
 10 University Health System – Behavioral Health (RUHS-BH), for the implementation of eligible  
 11 activities under the Housing and Homelessness Incentive Program (HHIP), as outlined in the  
 12 Inland Empire Health Plan (IEHP) Investment Plan (Attachment VI – HHIP IEHP Investment Plan  
 13 Workbook); and

14 WHEREAS, eligible activities under HHIP funding include, but are not limited to, the  
 15 following:

- 16 1. Strengthening partnerships between Medi-Cal Managed Care Plans (MCPs) and  
 17 Continuums of Care (CoCs);
- 18 2. Enhancements to the Coordinated Entry System (CES) to improve integration and  
 19 efficiency;
- 20 3. Expansion of Community Supports to provide medically appropriate, housing-related  
 21 services to Medi-Cal members experiencing homelessness;
- 22 4. Establishment of data sharing agreements to improve member matching and care  
 23 coordination;
- 24 5. Collaboration with Drug Medi-Cal Organized Delivery Systems (DMC-ODS) and Mental  
 25 Health Plans (MHPs);
- 26 6. Development and expansion of Permanent Supportive Housing infrastructure, including  
 27 support for 808 beds in Riverside County;
- 28 7. Implementation of services that address disparities and promote equity in housing access  
 and outcomes;

- 1 8. Expansion of Street Medicine programs to enhance healthcare delivery to unsheltered
- 2 individuals;
- 3 9. Enhancements to the Homeless Management Information System (HMIS) to support cross-
- 4 sector collaboration and performance tracking;
- 5 10. Expansion of Community Support Services to deliver more medically appropriate and cost-
- 6 effective housing-related services to MCP members experiencing homelessness; and
- 7 11. Development of Permanent Supportive Housing to address infrastructure gaps and increase
- 8 housing capacity; and

9 WHEREAS, the COUNTY further desires to contract with SUBRECIPIENT to carry out  
10 specific eligible activities under Community Support Services Enhancement (Activity 3),  
11 including support for organizations serving individuals with Serious Mental Illness (SMI) and  
12 Serious Emotional Disturbance (SED), through the enhancement and expansion of housing-related  
13 services; and under Community Support (Activity 10), to expand the network of Community  
14 Support providers and augment housing-related care services through increased case management  
15 in clinics, behavioral health staffing, respite beds, and substance abuse treatment and prevention  
16 services for unsheltered individuals in Riverside County; and

17 WHEREAS, the COUNTY shall provide financial assistance to SUBRECIPIENT in an  
18 amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) in HHIP funds  
19 to partially finance the renovation of a County-owned 84-bed Adult Residential Facility (ARF),  
20 known as "Franklin ARF," located at 3021 Franklin Avenue, Riverside, California 92507, and  
21 more specifically identified as Assessor's Parcel Number 210-201-014 (the "Property"); and

22 WHEREAS, SUBRECIPIENT has proposed the use of HHIP funds for capital  
23 improvements to the PROPERTY to expand the availability of cost-effective, housing-related  
24 Community Supports and other services for MCP members and uninsured individuals among  
25 Riverside County's chronically homeless population; and WHEREAS, SUBRECIPIENT has  
26 submitted a proposal to the COUNTY and intends to enter into agreements with one or more  
27 contractors ("Contractors") to complete the required capital improvements to the PROPERTY;  
28 and

1 WHEREAS, such improvements will assist the COUNTY in addressing the immediate  
2 housing and service needs of individuals experiencing or at imminent risk of homelessness within  
3 the CoC's service area; and

4 WHEREAS, SUBRECIPIENT will provide 84 new recuperative care beds upon  
5 completion of the renovation;

6 WHEREAS, of the 84 new recuperative care beds, 10 beds shall be dedicated for Inland  
7 Empire Health Plan (IEHP) members;

8 WHEREAS, SUBRECIPIENT agrees to collect and report relevant project and service  
9 data associated with the Franklin ARF into the Homeless Management Information System  
10 (HMIS) in accordance with applicable laws, regulations, and funding requirements;

11 WHEREAS, in reliance upon the representations made by SUBRECIPIENT in its  
12 proposal, the COUNTY agrees to allocate HHIP funds to support the Project and its associated  
13 capital improvements to the PROPERTY; and

14 WHEREAS, Assembly Bill 102 amended the California Budget Act of 2023 to authorize  
15 the advance payment of up to twenty-five percent (25%) of the HHIP grant allocation, upon written  
16 request by the SUBRECIPIENT, for costs incurred prior to the effective date of the 2023 Budget  
17 Act; and

18 WHEREAS, the Parties now desire to enter into this Agreement to govern the disbursement  
19 of HHIP funds by the COUNTY to the SUBRECIPIENT for the purposes and on the terms set  
20 forth herein;

21 NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated  
22 herein by this reference, and the mutual covenants, conditions, and agreements contained herein,  
23 the COUNTY and SUBRECIPIENT hereby agree as follows:

- 24 1) **INCORPORATION OF RECITALS.** COUNTY and SUBRECIPIENT acknowledge and  
25 agree that the above recitals are true and correct and are hereby made part of this  
26 AGREEMENT.
- 27 2) **PURPOSE OF AGREEMENT.** The purpose of this AGREEMENT is to establish the terms  
28 and conditions under which the COUNTY will provide a grant of up to two million five  
hundred thousand dollars (\$2,500,000) in Housing and Homelessness Incentive Program

1 (“HHIP”) funds to the SUBRECIPIENT to fund a portion of the capital improvements to the  
 2 PROPERTY. These improvements are more fully described in the Scope of Work and  
 3 Schedule of Performance, attached hereto and incorporated herein by reference as **Exhibits B**  
 4 and **C**, respectively (collectively, the “WORK”).

- 5 a) The WORK includes the adaptive re-use and renovation of an existing County-  
 6 owned facility into an Adult Residential Facility (“ARF”), which will include:
  - 7 i) Eighty-four (84) new recuperative care beds, including ten (10) beds  
 8 specifically dedicated to Inland Empire Health Plan (“IEHP”) members;
  - 9 ii) A full-service cafeteria;
  - 10 iii) Fitness center;
  - 11 iv) Laundry facilities;
  - 12 v) Meeting and group rooms; and
  - 13 vi) Outdoor recreation and lounge areas.
- 14 b) The SUBRECIPIENT shall ensure that the facility serves individuals who are  
 15 experiencing homelessness or chronic homelessness and who have Serious Mental  
 16 Illness (“SMI”) or Serious Emotional Disturbance (“SED”), as defined in Title 24  
 17 of the Code of Federal Regulations (CFR), Section 578.3 (the “Qualified  
 Populations”).

18 **3) TERM OF AGREEMENT.** The AGREEMENT shall be effective from March 1, 2023  
 19 (“Effective Date”) and remain in effect through March 31, 2028, unless terminated earlier  
 20 pursuant to the terms herein, SUBRECIPIENT shall commence performance upon the Effective  
 21 Date and shall diligently and continuously perform all program services through the end of the  
 22 period of performance. COUNTY and SUBRECIPIENT acknowledge and agree that all services  
 23 provided to the Target Population are expected to be fully delivered by March 31, 2028.  
 24 Notwithstanding the expiration of the Agreement’s period of performance, the use of the  
 25 PROPERTY shall remain subject to the terms of the COVENANT AGREEMENT. Specifically,  
 26 the non-discrimination covenants, conditions, and restrictions shall remain in effect in perpetuity.  
 27 All other covenants, conditions, and restrictions set forth in the COVENANT AGREEMENT shall  
 28 remain subject to the terms of the COVENANT AGREEMENT. Specifically, the non-

1 discrimination covenants, conditions, and restrictions shall remain in effect in perpetuity. All other  
 2 covenants, conditions, and restrictions set forth in the COVENANT AGREEMENT shall remain  
 3 in full force and effect until the later to occur of (i) March 31, 2078 or (ii) fifty-five years from  
 4 the recordation of the Notice of Completion in the Official Records for the renovated building  
 5 for which construction is completed for the Project (Term of Agreement’).

6 **4) SCOPE OF WORK AND SCHEDULE OF PERFORMANCE.** SUBRECIPIENT shall  
 7 cause the WORK to be performed pursuant to this AGREEMENT at the PROPERTY.

- 8 a) Both COUNTY and SUBRECIPIENT have reviewed and approved the WORK to  
 9 be performed to the PROPERTY pursuant to this AGREEMENT (**Exhibits “B”**,  
 10 **“C”**, and **“D”**); and
- 11 b) The PROPERTY shall be improved in accordance with and within the limitations  
 12 established in the WORK (Exhibits “B”, “C”, and “D”) and subsequent plans and  
 13 specifications approved by the COUNTY pursuant to this AGREEMENT, and any  
 14 and all permits issued by the COUNTY and/or any other governmental entity with  
 15 jurisdiction over the WORK.
- 16 c) The SUBRECIPIENT shall collect, and report anticipated performance measures  
 17 to demonstrate progress in meeting benchmarks related to the addition of 84 new  
 18 beds. Additionally, the SUBRECIPIENT shall maintain detailed demographic  
 19 information of IEHP members served, including but not limited to veteran status,  
 20 family composition, transition-aged youth, senior status, age groups, and other  
 21 relevant population categories as applicable. The SUBRECIPIENT shall provide  
 22 regular reports summarizing these performance measures and demographic data in  
 23 accordance with the reporting schedule established by the Agreement.
- 24 d) The SUBRECIPIENT shall ensure timely and accurate entry of client and service  
 25 data into the Homeless Management Information System (HMIS) in compliance  
 26 with COUNTY policies and HMIS data standards. This includes maintaining up-  
 27 to-date records on all individuals served, ensuring data quality, and adhering to  
 28 confidentiality and privacy requirements established by COUNTY and applicable  
 regulations. The SUBRECIPIENT shall also cooperate with COUNTY in any data

1 quality reviews, audits, or training related to HMIS.

2 5) **HHIP GRANT TERMS.** The HHIP GRANT from the COUNTY to the SUBRECIPIENT  
 3 shall be used to pay for costs associated with the WORK for eligible activities in accordance  
 4 with the following:

5 a) In signing this Agreement and thereby accepting the HHIP funds hereunder,  
 6 SUBRECIPIENT agrees to comply with all terms and conditions of this Agreement  
 7 and all applicable conditions set forth in the HHIP IEHP Investment Plan attached  
 8 hereto as **Exhibit “J”** and incorporated by reference. As a condition of funding,  
 9 SUBRECIPIENT shall:

- 10 i. Perform the WORK in accordance with federal, state, and local housing and  
 11 building codes, as applicable.
- 12 ii. Maintain at least the minimum State-required worker’s compensation for those  
 13 employees who will perform the WORK or any part of it.
- 14 iii. Maintain, as required by law, unemployment insurance, disability insurance,  
 15 and liability insurance in an amount that is reasonable to compensate any  
 16 person, firm or corporation who may be injured or damaged by COUNTY,  
 17 SUBRECIPIENT, or any subcontractor, in performing the WORK or any part  
 18 of it.
- 19 iv. Agree to include all the terms of this Agreement in each subcontract.
- 20 v. Not use the HHIP GRANT to supplant existing local funds for homeless  
 21 housing, assistance, or prevention.

22 b) Expenditure of HHIP GRANT. SUBRECIPIENT agrees that one hundred percent  
 23 (100%) of the HHIP GRANT must be expended by June 30, 2026. “Expended”  
 24 means that all HHIP funds that have been obligated have been fully paid and  
 25 received, and no invoices remain outstanding. Any part of the HHIP GRANT paid  
 26 to SUBRECIPIENT but not expended by that date shall be returned to COUNTY  
 27 within ten (10) calendar days to be returned to IEHP.

28 c) HHIP GRANT Amount. The amount of the HHIP GRANT shall not exceed the  
 maximum total amount of \$2,500,000, including all expenses. SUBRECIPIENT

1 agrees and acknowledges that the HHIP GRANT amount is intended to cover a  
 2 portion of the renovation costs of the WORK. However, in the event the total cost  
 3 of the WORK exceeds the HHIP GRANT amount, SUBRECIPIENT shall be  
 4 responsible for payment of any such amounts in excess of the HHIP GRANT  
 5 amount for the WORK. COUNTY shall not be responsible for any amounts greater  
 6 than the HHIP GRANT amount.

7 d) Disbursement of HHIP GRANT. The HHIP GRANT shall be disbursed to the  
 8 SUBRECIPIENT pursuant to the process set out in section 9 below.

9 e) Advances. COUNTY may issue a one-time advance payment to SUBRECIPIENT  
 10 in an amount not to exceed twenty-five percent (25%) of the HHIP GRANT  
 11 allocation upon written request by the SUBRECIPIENT. Such written request must  
 12 be submitted on SUBRECIPIENT letterhead and SUBRECIPIENT shall complete  
 13 the "Subrecipient Payment Request" form 2076A, attached hereto and incorporated  
 14 herein as **Exhibit "F."** If an advance is issued, the advance will be recouped from  
 15 the full amount of each monthly claim that is submitted. No additional payments  
 16 will be made until the advance is completely recouped. *COUNTY reserves the*  
 17 *right, in its sole discretion, to approve or deny an advance request based on*  
 18 *funding availability.* SUBRECIPIENT shall place the advance in an interest-  
 bearing account.

19 f) Interest-bearing Accounts. All proceeds from any interest-bearing account  
 20 established by the SUBRECIPIENT for the deposit of HHIP funds, along with any  
 21 interest-bearing accounts opened by SUBRECIPIENT's contractor(s), including  
 22 subcontractors, for the deposit of HHIP funds, must be used for HHIP-eligible  
 23 activities under this Agreement, and reported on as required by DHCS and  
 24 COUNTY.

25 g) Sufficiency of Funds. The obligation of COUNTY for payment of the HHIP  
 26 GRANT under this AGREEMENT is contingent upon and limited by the  
 27 availability of funding from which payment can be made. This AGREEMENT is  
 28 valid and enforceable only if sufficient funds are made available by legislative

1 appropriation. In addition, this AGREEMENT is subject to any other additional  
 2 restrictions, limitations or conditions, or statutes, regulations or any other laws,  
 3 whether federal or those of the State of California, or of any agency, department,  
 4 or any political subdivision of the federal or State of California governments, which  
 5 may affect the provisions, terms or funding of this AGREEMENT in any manner.  
 6 There shall be no legal liability for payment on the part of COUNTY unless funds  
 7 are made available for such payment. In the event such funds are not forthcoming  
 8 for any reason, COUNTY shall immediately notify SUBRECIPIENT in writing  
 9 and this AGREEMENT shall be deemed terminated and be of no further force or  
 10 effect. In the event the funding is reduced, COUNTY shall immediately notify  
 11 SUBRECIPIENT in writing and it is mutually agreed that COUNTY has the option  
 12 to immediately terminate this AGREEMENT or to amend this AGREEMENT to  
 13 reflect the reduction of funds. COUNTY shall make all payments to  
 14 SUBRECIPIENT that were properly earned prior to the unavailability or reduction  
 of funding.

15 h) Covenant Agreement. In consideration for the HHIP GRANT, SUBRECIPIENT  
 16 agrees to be bound by the covenants, conditions, and restrictions set forth in the  
 17 covenant agreement, attached hereto as **Exhibit “K”** and incorporated herein by  
 18 this reference (“COVENANT AGREEMENT”). As a condition precedent to the  
 19 COUNTY’s disbursement of the HHIP GRANT, SUBRECIPIENT shall provide  
 20 evidence of full site control of the PROPERTY to the satisfaction of COUNTY and  
 21 shall execute and record in the Official Records, a covenant agreement substantially  
 22 conforming in form and substance to the COVENANT AGREEMENT attached  
 23 hereto and **Exhibit “K”** and hereby incorporated by reference. The COVENANT  
 24 AGREEMENT sets forth, among other things, use restrictions, transfer restrictions,  
 25 maintenance obligations, and non-discrimination covenants. The COVENANT  
 26 AGREEMENT shall run with the land in favor of the COUNTY and shall remain  
 27 in effect for the term set forth in the COVENANT AGREEMENT. A breach of the  
 28

1 COVENANT AGREEMENT shall be a material breach of this AGREEMENT.

2 This provision shall survive the termination and expiration of this AGREEMENT.

3 **6) TERMS OF AFFORDABILITY.** The Franklin Adult Residential Facility known as  
4 “Franklin ARF” shall remain continuously occupied and available to Qualified Populations, in  
5 accordance with Section 2 above, **Exhibit “B”** (Scope of Work), and the Covenant Agreement  
6 attached hereto as **Exhibit “K”**, until the later of (i) fifty-five (55) years from the recordation  
7 of the Notice of Completion in the Official Records for which when construction was  
8 completed for the Project, or (ii) March 31, 2078 (“Affordability Period”).

9 **7) NOTICE TO PROCEED.** SUBRECIPIENT shall not execute a contract with the  
10 Contractor(s), prior to receiving written authorization from COUNTY to proceed (“Notice to  
11 Proceed”).

12 **8) CONTRACT WITH CONTRACTOR(S).**

13 a) After receiving the Notice to Proceed, SUBRECIPIENT shall promptly enter into  
14 a contract with the Contractor(s).

15 b) SUBRECIPIENT shall ensure that the Contractor(s) are skilled in the professional  
16 calling necessary to perform the WORK and have the requisite experience and  
17 knowledge necessary to perform the WORK. SUBRECIPIENT shall ensure that  
18 the Contractor(s) perform the WORK in conformance to and consistent with the  
19 standards generally recognized as being employed by professionals in the same  
20 discipline in the State of California. SUBRECIPIENT shall verify that  
21 Contractor(s) possesses current and valid licenses and certifications in compliance  
22 with any local, State, and Federal laws and regulations relative to the WORK to be  
23 performed and that the WORK will be performed by properly trained and licensed  
24 staff.

25 c) SUBRECIPIENT shall require the WORK to be carried out in compliance with all  
26 applicable laws, including, but not limited to, all State and Federal laws, rules, and  
27 regulations that pertain to construction, including but not limited to payment of  
28 prevailing wages, health and safety, labor, fair employment practices,  
environmental protection, equal opportunity, fair housing, and all other matters

1 applicable and/or related to the HHIP, the SUBRECIPIENT, the  
 2 SUBRECIPIENT's Contractor(s), including subcontractors, and the WORK. In  
 3 the event that there is a conflict between the various laws or regulations that may  
 4 apply, the SUBRECIPIENT shall ensure that the Contractor(s) complies with the  
 5 more restrictive law or regulation.

6 d) SUBRECIPIENT shall ensure that Contractor(s) will complete the WORK in  
 7 accordance with the expenditure deadlines set forth in this AGREEMENT.

8 9) **PRE-CONSTRUCTION CONFERENCE.** After entering into a contract with the  
 9 Contractor(s), SUBRECIPIENT shall coordinate a pre-construction conference between  
 10 COUNTY, SUBRECIPIENT and the Contractor(s) to review the finalized labor and  
 11 materials needed for the WORK. Any changes to the finalized WORK shall be in writing  
 12 and mutually agreed upon by COUNTY and SUBRECIPIENT.

13 9) **DISBURSEMENT OF FUNDS.**

14 The COUNTY shall pay to the SUBRECIPIENT the HHIP GRANT amount not to exceed  
 15 \$2,500,000 on a reimbursable basis for all COUNTY-approved costs in accordance with the  
 16 "Line-Item Budget" attached hereto and incorporated herein as **Exhibit "A."** The  
 17 SUBRECIPIENT shall submit to COUNTY, not more often than monthly, a certified  
 18 statement setting forth in detail the expenditures made for which it is asking reimbursement  
 19 along with pertinent supporting documentation, in accordance with, "Supporting  
 20 Documentation Required," attached hereto and incorporated herein as **Exhibit "G."** The  
 21 COUNTY shall promptly review the monthly expenditure statement and reimburse the  
 22 SUBRECIPIENT for the COUNTY-approved costs in accordance with its usual accounting  
 23 procedures. The COUNTY may require from SUBRECIPIENT such supporting  
 24 documentation as may be necessary and appropriate for the COUNTY to make its  
 25 determination as to allowable costs. Subject to the Expenditure Deadline set forth in section  
 26 5 of this Agreement, each disbursement of the HHIP GRANT shall be made within forty-  
 27 five (45) days after SUBRECIPIENT has submitted to the COUNTY a complete and written  
 28 approved statement of expenditures. COUNTY has the authority to withhold disbursements  
 of the HHIP GRANT under this AGREEMENT pending a final determination by COUNTY

1 of questioned expenditures. In the event DHCS or the COUNTY determines any  
2 expenditures claimed by SUBRECIPIENT and paid by COUNTY were ineligible for HHIP  
3 funding, the SUBRECIPIENT shall reimburse the COUNTY the amount of the expenditures  
4 reimbursed and so disallowed and/or COUNTY may deduct and retain the amount of the  
5 expenditures reimbursed and so disallowed from any amount owed to SUBRECIPIENT. For  
6 this AGREEMENT, SUBRECIPIENT shall send the expenditure statements to:

7 Housing and Workforce Solutions

8 3403 10<sup>th</sup> Street, Suite 300

9 Riverside, CA 92501

10 **10) INSPECTION OF COMPLETED WORK.** Without limiting COUNTY's disclaimer of  
11 responsibility for the WORK, upon completion of the WORK, COUNTY and  
12 SUBRECIPIENT shall inspect the WORK completed by the Contractor(s). Upon inspection  
13 and acceptance of the completed WORK by SUBRECIPIENT and COUNTY, COUNTY  
14 shall make final payment to SUBRECIPIENT in accordance with section 9 above.

15 **11) WARRANTY FOR CAPITAL IMPROVEMENTS.** SUBRECIPIENT acknowledges  
16 and agrees that its Contractor(s) shall be required to provide a minimum of one (1) year  
17 warranty and guarantee for all labor and a minimum manufacturer's warranty and guarantee  
18 for all material installed.

19 **12) CONTRACTOR(S) RESPONSIBLE FOR ALL WORK.** Notwithstanding anything to  
20 the contrary contained herein, the COUNTY neither undertakes nor assumes nor has any  
21 responsibility or duty to SUBRECIPIENT or to any third party to review, inspect, supervise,  
22 pass judgment upon or inform SUBRECIPIENT or any third party of any matter in  
23 connection with the WORK, whether regarding the quality, adequacy or suitability of the  
24 plans, any labor, service, equipment or material furnished to the PROPERTY, any person  
25 furnishing the same, or otherwise. SUBRECIPIENT and all third parties shall rely upon its  
26 or their own judgment regarding such matters, and any review, inspection, supervision,  
27 exercise of judgment or information supplied to SUBRECIPIENT or to any third party by  
28 the COUNTY in connection with such matter is for the public purpose of improving the

1 PROPERTY, and neither SUBRECIPIENT nor any third party is entitled to rely thereon.  
 2 The COUNTY shall not be responsible for any of the WORK of construction, or  
 3 improvement of the PROPERTY. In the event some part of the WORK completed fails to  
 4 give SUBRECIPIENT satisfaction, SUBRECIPIENT acknowledges and agrees that the  
 5 Contractor(s) is the party responsible for all warranty repairs, not the COUNTY.  
 6 SUBRECIPIENT shall contact the Contractor(s) for any assistance in connection with the  
 7 aforementioned matters. SUBRECIPIENT acknowledges and agrees to make every effort  
 8 to notify the Contractor(s) in the event SUBRECIPIENT is not satisfied with the WORK and  
 9 gives the Contractor(s) a reasonable opportunity to correct the problem. Should the  
 10 Contractor(s) be unresponsive, SUBRECIPIENT shall have the right to pursue corrective  
 11 action through the State of California, Contractor's License Board, in addition to any other  
 12 remedies available to SUBRECIPIENT in law or equity.

13 **13) RIGHTS OF ACCESS.** Commencing upon the Effective Date, representatives of the  
 14 COUNTY shall have the reasonable right of access to the PROPERTY, upon 24 hours'  
 15 written notice to SUBRECIPIENT (except in the case of an emergency, in which case  
 16 COUNTY shall provide such notice as may be practical under the circumstances), without  
 17 charges or fees, during normal construction hours during the period of construction for the  
 18 purposes of, including, but not limited to, the general inspection of the WORK being  
 performed related to this AGREEMENT.

19 **14) SUBRECIPIENT CERTIFICATIONS:** The SUBRECIPIENT certifies the following:

- 20 a) SUBRECIPIENT provided true and accurate information on proposals to COUNTY  
 21 and has not misrepresented SUBRECIPIENT's eligibility for the HHIP GRANT;
- 22 b) SUBRECIPIENT has notified its insurance company about the WORK to be  
 23 performed pursuant to this AGREEMENT; and
- 24 c) SUBRECIPIENT hereby represents and warrants that neither the execution and  
 25 delivery of this AGREEMENT, including any attachments hereto or documents  
 26 related to this AGREEMENT nor the incurrence of the SUBRECIPIENT's  
 27 obligations herein, nor the consummation of the transactions herein contemplated,  
 28 nor compliance with the terms of this AGREEMENT and the documents

1 referenced herein conflict with or result in the material breach of any terms,  
2 conditions or provisions of, or constitute a default under, any note or other  
3 evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan,  
4 lease or other agreements or instruments to which SUBRECIPIENT is a party.

5 **15) SUBRECIPIENT DUTIES.** In addition to the SUBRECIPIENT obligations set forth in this  
6 AGREEMENT, SUBRECIPIENT shall adhere to the following:

- 7 a) SUBRECIPIENT, at all times, shall cooperate with COUNTY and Contractor(s);  
8 and  
9 b) SUBRECIPIENT shall not materially change or amend the WORK without written  
10 consent of the COUNTY.

11 **16) TERMINATION.**

- 12 a) COUNTY may, at any time, terminate this AGREEMENT, in whole or in part,  
13 without cause upon giving thirty (30) calendar days written notice served on  
14 SUBRECIPIENT stating the extent and effective date of termination.
- 15 b) COUNTY may, at any time, upon five (5) calendar days written notice, terminate  
16 this AGREEMENT for cause, if SUBRECIPIENT refuses or fails to comply with  
17 the terms of this AGREEMENT, or fails to make progress that may endanger  
18 performance and does not immediately cure such failure. Cause shall include, but  
19 is not limited to:
- 20 i) SUBRECIPIENT's violation of any terms or conditions of this  
21 AGREEMENT or the COVENANT AGREEMENT;
  - 22 ii) SUBRECIPIENT's use of, or SUBRECIPIENT permitting the use of HHIP  
23 funds provided under this AGREEMENT for any ineligible activities;
  - 24 iii) SUBRECIPIENT's failure to comply with the deadlines set forth in this  
25 AGREEMENT;
  - 26 iv) SUBRECIPIENT's violation of any federal or state laws or regulations; or
  - 27 v) Withdrawal of DHCS' expenditure authority.
- 28

- 1 c) After receipt of the notice of termination, SUBRECIPIENT shall within ten (10)  
 2 calendar days of the notice of termination, return all unexpended HHIP funds received  
 3 by SUBRECIPIENT to COUNTY.
- 4 d) After termination, COUNTY shall make payment only for the WORK properly  
 5 performed up to the date of termination in accordance with this AGREEMENT.
- 6 e) In addition to the other remedies that may be available to COUNTY in law or equity  
 7 for breach of this AGREEMENT, COUNTY may:
- 8 i) Bar the SUBRECIPIENT from applying for future HHIP funds;
  - 9 ii) Revoke any other existing HHIP award(s) to the SUBRECIPIENT;
  - 10 iii) Require repayment of HHIP funds disbursed and expended under this  
 11 AGREEMENT;
  - 12 iv) Require the immediate return to COUNTY of all funds derived from the use  
 13 of HHIP funds including, but not limited to recaptured funds and returned  
 14 funds;
  - 15 v) Seek, in a court of competent jurisdiction, an order for specific performance  
 16 of the defaulted obligation or the appointment of a receiver to complete the  
 17 technical assistance in accordance with HHIP requirements; and
  - 18 vi) Seek such other remedies as may be available under this AGREEMENT or  
 any law.
- 19 f) SUBRECIPIENT's rights under this AGREEMENT shall terminate (except for  
 20 fees accrued prior to the date of termination) upon dishonesty or willful and  
 21 material breach of this AGREEMENT by SUBRECIPIENT; or in the event of  
 22 SUBRECIPIENT's unwillingness or inability, for any reason whatsoever, to  
 23 materially perform the terms of this AGREEMENT. In such an event,  
 24 SUBRECIPIENT shall not be entitled to any further compensation under this  
 25 AGREEMENT.
- 26 g) The rights and remedies of COUNTY provided in this section shall be cumulative  
 27 and not exclusive and are in addition to any other rights or remedies provided by  
 28 law or this AGREEMENT.

1 **17) INSURANCE.** Without limiting or diminishing the SUBRECIPIENT’S obligation to  
 2 indemnify or hold the COUNTY harmless, SUBRECIPIENT shall procure and maintain or  
 3 cause to be maintained, at its sole cost and expense, the following insurance coverages during  
 4 the term of this AGREEMENT. As respects to the insurance section only, the COUNTY  
 5 herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and  
 6 Departments, their respective directors, officers, Board of Supervisors, employees, elected  
 7 or appointed officials, agents or representatives as Additional Insureds.

8 a) Property Insurance:

9 SUBRECIPIENT shall maintain property insurance and flood insurance on the  
 10 PROPERTY, listing the COUNTY as Additional Insured for the term of this  
 11 AGREEMENT. SUBRECIPIENT shall keep the improvements now existing or  
 12 hereafter erected on the PROPERTY insured against loss by fire, hazards included  
 13 within the term “extended coverage,” and such other hazards, including floods or  
 14 flooding. This insurance shall be maintained in the amount of the replacement value  
 15 of the PROPERTY.

16 b) Workers’ Compensation:

17 If the SUBRECIPIENT has employees as defined by the State of California, the  
 18 SUBRECIPIENT shall maintain statutory Workers' Compensation Insurance  
 19 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
 20 include Employers’ Liability (Coverage B) including Occupational Disease with  
 21 limits not less than \$1,000,000 per person per accident. The policy shall be  
 22 endorsed to waive subrogation in favor of the COUNTY.

23 c) Commercial General Liability:

24 Commercial General Liability insurance coverage, including but not limited to,  
 25 premises liability, unmodified contractual liability, products and completed  
 26 operations liability, personal and advertising injury, and cross liability coverage,  
 27 covering claims which may arise from or out of SUBRECIPIENT’S performance  
 28 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

1 single limit. If such insurance contains a general aggregate limit, it shall apply  
2 separately to this AGREEMENT or be no less than two (2) times the occurrence  
3 limit.

4 d) Vehicle Liability:

5 If vehicles or mobile equipment are used in the performance of the obligations  
6 under this AGREEMENT, then SUBRECIPIENT shall maintain liability insurance  
7 for all owned, non-owned or hired vehicles so used in an amount not less than  
8 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
9 general aggregate limit, it shall apply separately to this AGREEMENT or be no  
10 less than two (2) times the occurrence limit. Policy shall name the COUNTY as  
11 Additional Insured.

12 e) All Risk Builder's Insurance:

13 SUBRECIPIENT shall cause its Contractor(s) to procure all risk builder's  
14 insurance for the duration of the WORK to be performed to the PROPERTY.  
15 Contractor(s) shall provide a policy of builder's all risk (course of construction)  
16 insurance coverage including (if the WORK is located in an earthquake or flood  
17 zone or if required on financed or bond financing arrangements) coverage for  
18 earthquake and flood, covering the SUBRECIPIENT, Contractor and every  
19 subcontractor, of every tier, for the duration of the WORK to be performed to the  
20 PROPERTY, including property to be used in the construction of the WORK while  
21 such property is at off-site storage locations or while in transit or temporary off-site  
22 storage. Such policy shall include, but not be limited to, coverage for fire, collapse,  
23 faulty workmanship, debris removal, expediting expense, fire department service  
24 charges, valuable papers and records, trees, grass, shrubbery and plants. If  
25 scaffolding, falsework and temporary buildings are insured separately by the  
26 Contractor(s) or others, evidence of such separate coverage shall be provided to  
27 SUBRECIPIENT prior to the start of the WORK. Such policy shall be written on  
28 a completed value form. Such policy shall also provide coverage for temporary  
structures (on-site offices, etc.), fixtures, machinery and equipment being installed

1 as part of the WORK. Contractor(s) shall be responsible for any and all deductibles  
 2 under such policy. Upon request by COUNTY, SUBRECIPIENT shall cause its  
 3 Contractor(s) to declare all terms, conditions, coverages and limits of such policy.

4 f) Professional Liability:

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

18 g) General Insurance Provisions - All lines:

19 i) Any insurance carrier providing insurance coverage hereunder shall be  
 20 admitted to the State of California and have an A M BEST rating of not less  
 21 than A: VIII (A:8) unless such requirements are waived, in writing, by the  
 22 COUNTY Risk Manager. If the COUNTY Risk Manager waives a  
 23 requirement for a particular insurer such waiver is only valid for that  
 24 specific insurer and only for one policy term.

25 ii) The SUBRECIPIENT must declare its insurance self-insured retentions for  
 26 each coverage required herein. If such self-insured retentions exceed  
 27 \$500,000 per occurrence each such retention shall have the prior written  
 28 consent of the COUNTY Risk Manager before the commencement of  
 operations under this AGREEMENT. Upon notification of self-insured

1 retention unacceptable to the COUNTY, and at the election of the  
 2 COUNTY Risk Manager, SUBRECIPIENT's carriers shall either; 1)  
 3 reduce or eliminate such self-insured retention as respects this  
 4 AGREEMENT with the COUNTY, or 2) procure a bond which guarantees  
 5 payment of losses and related investigations, claims administration, and  
 6 defense costs and expenses.

7 iii) SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to  
 8 furnish the COUNTY with either 1) a properly executed original  
 9 Certificate(s) of Insurance and certified original copies of Endorsements  
 10 effecting coverage as required herein, and 2) if requested to do so orally or  
 11 in writing by the COUNTY Risk Manager, provide original Certified copies  
 12 of policies including all Endorsements and all attachments thereto, showing  
 13 such insurance is in full force and effect. Further, said Certificate(s) and  
 14 policies of insurance shall contain the covenant of the insurance carrier(s)  
 15 that thirty (30) calendar days written notice shall be given to the COUNTY  
 16 prior to any material modification, cancellation, expiration or reduction in  
 17 coverage of such insurance.

18 iv) In the event of a material modification, cancellation, expiration, or  
 19 reduction in coverage, this AGREEMENT shall terminate forthwith, unless  
 20 the COUNTY receives, prior to such effective date, another properly  
 21 executed original Certificate of Insurance and original copies of  
 22 endorsements or certified original policies, including all endorsements and  
 23 attachments thereto evidencing coverage's set forth herein and the  
 24 insurance required herein is in full force and effect. *SUBRECIPIENT shall*  
 25 *not commence operations until the COUNTY has been furnished original*  
 26 *Certificate (s) of Insurance and certified original copies of endorsements*  
 27 *and if requested, certified original policies of insurance including all*  
 28 *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*

1                    *sign the original endorsements for each policy and the Certificate of*  
2                    *Insurance.*

3                    v) It is understood and agreed to by the Parties hereto that the  
4                    SUBRECIPIENT's insurance shall be construed as primary insurance, and  
5                    the COUNTY's insurance and/or deductibles and/or self-insured retentions  
6                    or self-insured programs shall not be construed as contributory.

7                    vi) If, during the term of this AGREEMENT or any extension thereof, there is  
8                    a material change in the WORK; or, there is a material change in the  
9                    equipment to be used in the performance of the WORK; or, the term of this  
10                    AGREEMENT, including any extensions thereof, exceeds five (5) years,  
11                    the COUNTY reserves the right to adjust the types of insurance required  
12                    under this AGREEMENT, if in the COUNTY Risk Manager's reasonable  
13                    judgment, the amount or type of insurance carried by the SUBRECIPIENT  
14                    has become inadequate.

15                    vii) SUBRECIPIENT shall pass down the insurance obligations contained  
16                    herein to all tiers of subcontractors, including Contractor(s), working under  
17                    this AGREEMENT.

18                    viii) The insurance requirements contained in this AGREEMENT may be met  
19                    with a program(s) of self-insurance acceptable to the COUNTY.

20                    ix) SUBRECIPIENT agrees to notify COUNTY of any claim by a third party  
21                    or any incident or event that may give rise to a claim arising from the  
22                    performance of this AGREEMENT.

23                    **18) NOTICES.** Each notice, request, demand, consent, approval or other communication  
24                    (hereinafter in this section referred to collectively as "notices" and referred to singly as a  
25                    "notice") which the COUNTY or SUBRECIPIENT is required or permitted to give to the  
26                    other Party pursuant to this AGREEMENT shall be in writing and shall be deemed to have  
27                    been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof  
28                    (any notice so delivered shall be deemed to have been received at the time so delivered); or  
                      (b) sent by Federal Express (or other similar national overnight courier) designating early

1 morning delivery (any notice so delivered shall be deemed to have been received on the next  
2 business day following receipt by the courier); or (c) sent by United States registered or  
3 certified mail, return receipt requested, postage prepaid, at a post office regularly maintained  
4 by the United States Postal Service (any notice so sent shall be deemed to have been received  
5 two days after mailing in the United States), addressed to the respective Parties as follows  
6 (or at such other address as COUNTY may designate in writing to SUBRECIPIENT and  
7 SUBRECIPIENT may designate in writing to COUNTY pursuant to this section):

<u>COUNTY</u>	<u>SUBRECIPIENT</u>
<u>HOUSING AND WORRFORCE SOLUTIONS</u>	<u>RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVORIAL HEALTH</u>
<u>Heidi Marshall, Director</u>	<u>Matthew Chang, MD</u>
<u>3403 10<sup>th</sup> Street, Suite 300</u>	<u>4095 County Circle Drive</u>
<u>Riverside, CA 92501</u>	<u>Riverside, CA 92503</u>

13 **19) RECORDS, INSPECTIONS, AND AUDITS.**

14 a) All performance, including services, workmanship, materials, facilities or  
15 equipment utilized in the performance of this AGREEMENT, shall be subject to  
16 inspection and test by COUNTY or any other regulatory agencies at all times. This  
17 may include, but is not limited to, monitoring or inspecting the SUBRECIPIENT's  
18 and/or the Contractor's(s') performance through any combination of on-site visits,  
19 inspections, evaluations, and SUBRECIPIENT and/or Contractor self-monitoring.  
20 SUBRECIPIENT shall cooperate with any inspector or COUNTY representative  
21 reviewing compliance with this AGREEMENT and permit access to all necessary  
22 locations, equipment, materials, or other requested items. SUBRECIPIENT shall  
23 establish sufficient procedures to self-monitor the quality of WORK under this  
24 AGREEMENT and shall permit COUNTY or other inspector to assess and evaluate  
25 SUBRECIPIENT's and/or Contractor's(s') performance at any time, upon  
26 reasonable notice to the SUBRECIPIENT.

27 b) SUBRECIPIENT agrees that COUNTY, DHCS or their designees, shall have the  
28 right to review, obtain, and copy all records and supporting documentation

1           pertaining to performance of this AGREEMENT. SUBRECIPIENT agrees to  
 2           provide COUNTY, DHCS, or their designees, with any relevant information  
 3           requested. SUBRECIPIENT agrees to permit COUNTY, DHCS, or their  
 4           designees, access to its premises, upon reasonable notice, during normal business  
 5           hours for the purpose of interviewing employees who might reasonably have  
 6           information related to such records and inspecting and copying such books, records,  
 7           accounts, and other material that may be relevant to a matter under investigation  
 8           for the purpose of determining compliance with Chapter 6 (commencing with  
 9           Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other  
 10          relevant provisions established under AB 83 (Chapter 15, Statutes of 2020), HHIP  
 11          program guidance document published on the website, and this AGREEMENT.  
 12          SUBRECIPIENT further agrees to retain all records described in this paragraph for  
 13          a minimum of five (5) years after the termination of this AGREEMENT. If any  
 14          litigation, claim negotiation, audit, monitoring, inspection or other action has been  
 15          commenced before the expiration of the required record retention period, all  
 16          records must be retained until completion of the action and resolution of all issues  
 17          which arise from it.

18          c) COUNTY reserves the right to perform or cause to be performed a financial audit.  
 19          At COUNTY's request, the SUBRECIPIENT shall provide, at SUBRECIPIENT's  
 20          own expense, a financial audit prepared by a certified public accountant. HHIP  
 21          administrative funds may be used to fund this expense.

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

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

28                  iii) The SUBRECIPIENT is responsible for the completion of audits and all  
 costs of preparing audits.

iv) 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.

**20) HOMELESS MANAGEMENT INFORMATION SYSTEM.**

a) SUBRECIPIENT agrees to provide COUNTY and DHCS/IEHP access to Homeless Management Information System (HMIS) data collected and entered into SUBRECIPIENT’s HMIS; in the event that such data is collected by SUBRECIPIENT, upon request. SUBRECIPIENT also agrees to participate in any statewide data initiative as directed by DHCS, including, but not limited to, a statewide data integration environment.

b) SUBRECIPIENT shall collect and report data on the total number of individuals served under this Agreement, inclusive of all clients occupying the funded recuperative care beds. In addition, SUBRECIPIENT shall separately collect and report data specific to Inland Empire Health Plan (IEHP) members in accordance with the reporting requirements established by HWS. Reporting requirements applicable to IEHP members only shall include the following benchmarks:

- i) **Number of Unique Clients Served:** Report the number of unique IEHP clients served per year.
- ii) **Services Provided:** Provide a description of services delivered report the number of IEHP members served under each service category.

**21) REPORTING REQUIREMENTS.**

a) SUBRECIPIENT shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports and quarterly expenditure reports to DHCS/IEHP. The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as

well as any additional information deemed appropriate or necessary by COUNTY or DHCS/IEHP:

- i) An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
  - ii) The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
  - iii) The type of housing assistance provided, broken out by the number of individuals.
  - iv) Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percentage of successful housing exits, and exit types for unsuccessful housing exits.
  - v) Number of Instances of Service.
  - vi) Increases in capacity for new and existing programs.
  - vii) The number of unsheltered homeless individuals becoming sheltered.
  - viii) The number of homeless persons entering permanent housing.
- b) Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
- i) Chronically Homeless
  - ii) Homeless veterans
  - iii) Unaccompanied Homeless Youth
  - iv) Homeless persons in families with children
- c) SUBRECIPIENT will also be asked to comment on the following:
- i) Progress made toward local homelessness goals.

1                   ii) The alignment between HHIP funding priorities and “Housing First”  
2                   principles adopted by the Homeless Coordinating and Financing Council.

3                   iii) Any other effects from HHIP funding that the SUBRECIPIENT would like  
4                   to share (optional).

5                   c) COUNTY may require additional supplemental reporting with written notice to  
6                   SUBRECIPIENT.

7   **22) CORE COMPONENTS OF HOUSING FIRST.** SUBRECIPIENT shall ensure that any  
8   housing-related activities funded with HHIP funds, including, but not limited to, emergency  
9   shelter and transitional housing, must be in compliance or otherwise aligned with the Core  
10   Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).

11   **23) COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, GUIDELINES,**  
12   **AND REGULATIONS.**

13                   a) By executing this AGREEMENT, SUBRECIPIENT agrees to comply with all  
14                   applicable State and Federal laws, rules, and regulations that pertain to  
15                   construction including housing and building codes, as applicable, health and  
16                   safety, labor, fair employment practices, environmental protection, equal  
17                   opportunity, fair housing, and all other matters applicable and/or related to the  
18                   HHIP, the COUNTY, the SUBRECIPIENT, the SUBRECIPIENT’s  
19                   subcontractors, including Contractor(s), and the WORK. SUBRECIPIENT shall  
20                   comply with all applicable COUNTY policies and procedures. In the event that  
21                   there is a conflict between the various laws or regulations that may apply, the  
22                   SUBRECIPIENT shall comply with the more restrictive law or regulation.

23                   b) SUBRECIPIENT shall also be responsible for obtaining any and all permits,  
24                   licenses, and approvals required for the WORK under this AGREEMENT,  
25                   including those necessary to perform design, construction, or operation and  
26                   maintenance of the WORK. It is the responsibility of SUBRECIPIENT, without  
27                   cost to COUNTY, to ensure that all applicable local jurisdiction land use  
28                   requirements will permit the WORK to the PROPERTY and the use, operation,  
                    and maintenance of such improvements in accordance with the provisions of this

1 AGREEMENT. Nothing contained herein shall be deemed to entitle  
2 SUBRECIPIENT to any local jurisdiction or COUNTY permit or other local  
3 jurisdiction or COUNTY approval necessary for the WORK to the PROPERTY,  
4 or waive any applicable local jurisdiction or COUNTY requirements relating  
5 thereto. This AGREEMENT does not (a) grant any land use entitlement to  
6 SUBRECIPIENT, (b) supersede, nullify, or amend any condition which may be  
7 imposed by the local jurisdiction in connection with approval of the WORK  
8 described herein, (c) guarantee to SUBRECIPIENT or any other party any profits  
9 from the WORK to the PROPERTY, or (d) amend any local jurisdiction or  
10 COUNTY laws, codes, or rules. SUBRECIPIENT shall provide copies of  
11 permits and approvals to the COUNTY and DHCS upon request.

12 **24) LABOR CODE – PREVAILING WAGE.** The Homeless Coordinating and Financing  
13 Council (HCFC) considers HHIP funds to be “public funds” as that term is used in Labor  
14 Code section 1720. SUBRECIPIENT is aware of the requirements of California Labor Code  
15 sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8,  
16 Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing  
17 wage rates and the performance of other requirements on certain “public works” and  
18 “maintenance” projects. Since the services are being performed as part of an applicable  
19 “public works” or “maintenance” project, as defined by the Prevailing Wage Laws,  
20 SUBRECIPIENT agrees to fully comply with and to require any contractors or  
21 subcontractors to fully comply with such Prevailing Wage Laws. SUBRECIPIENT and its  
22 contractor(s) shall comply with all applicable requirements of the California Labor Code  
23 including but not limited to Labor Code, Chapter 2, Subchapter 1, Article 10, Required  
24 Apprentices on Public Works Contracts. Reference is made to Chapter 1, Part 7, Division 2  
25 of the California Labor Code (commencing with Section 1720). By this reference, Chapter  
26 1 is incorporated herein with like effect as if it were here set forth in full. The Parties  
27 recognize that said Chapter 1 deals with, among other things, discrimination, penalties and  
28 forfeitures, their disposition and enforcement, wages, working hours and securing workers’  
compensation insurance and directly affects the method of prosecution of the work by

1 contractor and subject it under certain conditions to penalties and forfeitures. Execution of  
2 the Agreement by the Parties constitutes their agreement to abide by said Chapter 1. Their  
3 stipulation as to all matters which they are required to stipulate as to by the provisions of said  
4 Chapter 1, constitutes SUBRECIPIENT's certification that it is aware of the provisions of  
5 said Chapter 1 and will comply with them and further constitutes SUBRECIPIENT's  
6 certification as follows: "I am aware of the provisions of Section 3700 of the California  
7 Labor Code which requires every employer to be insured against liability for workers'  
8 compensation or to undertake self-insurance in accordance with the provisions of that Code,  
9 and I will comply with such provisions before commencing the performance of the work of  
10 this contract." SUBRECIPIENT and its contractors and subcontractors shall comply with  
11 the provisions of Section 1777.5 of the Labor Code regarding apprentices. Contractor shall  
12 post at each job site during the course of the work a copy of the relevant "Determination of  
13 Prevailing Wage Rates", copies of said Determination are available from SUBRECIPIENT  
14 and its contractor(s) for this purpose and at [http://www.dir.ca.gov/OPRL/DPreWage  
Determination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm).

15 **25) PUBLICITY.** SUBRECIPIENT shall receive prior consent from COUNTY for any  
16 publicity generated by SUBRECIPIENT for the WORK pursuant to this AGREEMENT,  
17 during the term of this AGREEMENT.

18 **26) PROHIBITION AGAINST CONFLICTS OF INTEREST.**

- 19 a) SUBRECIPIENT covenants that it presently has no interest, including but not  
20 limited to, other projects or contracts, and shall not acquire any such interest,  
21 direct or indirect, which would conflict in any manner or degree with  
22 SUBRECIPIENT's performance under this AGREEMENT. SUBRECIPIENT  
23 further covenants that no person or subcontractor, including Contractor(s), having  
24 any such interest shall be employed or retained by SUBRECIPIENT under this  
25 AGREEMENT. SUBRECIPIENT agrees to inform the COUNTY of all  
26 SUBRECIPIENT's interest, if any, which are or may be perceived as  
27 incompatible with COUNTY's interests.  
28

- 1           b) SUBRECIPIENT shall not, under circumstances which could be interpreted as an
- 2           attempt to influence the recipient in the conduct of his/her duties, accept any
- 3           gratuity or special favor from individuals or firms with whom SUBRECIPIENT
- 4           is doing business or proposing to do business, in fulfilling this AGREEMENT.
- 5           c) SUBRECIPIENT or its employees shall not offer gifts, gratuity, favors, and
- 6           entertainment directly or indirectly to COUNTY employees.
- 7           d) SUBRECIPIENT and Contractor, including, their officers, employees,
- 8           subcontractors, agents, or representatives shall comply with all applicable
- 9           provisions of Federal and State laws pertaining to conflict of interest, including
- 10          but not limited to any applicable conflict of interest provisions of the California
- 11          Political Reform Act, Government Code section 87100 et seq., Government Code
- 12          section 1090, and Public Contract Code sections 10410 and 10411.
- 13          e) No employee, officer or agent of the SUBRECIPIENT shall participate in the
- 14          selection, or in the award, or administration of, a contract supported by HHIP
- 15          funds if a conflict of interest, real or apparent, would be involved.
- 16          f) No covered persons who exercise or have exercised any functions or
- 17          responsibilities with respect to HHIP funded activities, or who are in a position
- 18          to participate in a decision-making process or gain inside information with regard
- 19          to such activities, may obtain a financial interest in any contract, or have a
- 20          financial interest in any contract, subcontract, or agreement with respect to the
- 21          HHIP funded activity, or with respect to the proceeds from the HHIP funded
- 22          activity, either for themselves or those with whom they have business or
- 23          immediate family ties, during their tenure or for a period of one (1) year
- 24          thereafter. For purposes of this paragraph, a “covered person” includes any
- 25          person who is an employee, agent, consultant, officer, or elected or appointed
- 26          official of the COUNTY, the SUBRECIPIENT, or any designated public agency.
- 27          g) Prior to any funding under this AGREEMENT, SUBRECIPIENT shall provide
- 28          COUNTY with a list of all employees, agents, consultants, officers and elected
- and appointed officials who are in a position to participate in a decision-making

1 process, exercise any functions or responsibilities, or gain inside information with  
 2 respect to the HHIP funded activities under this AGREEMENT.  
 3 SUBRECIPIENT shall also promptly disclose to COUNTY any potential  
 4 conflict, including even the appearance of conflict, that may arise with respect to  
 5 the HHIP funded activities under this AGREEMENT.

6 h) Any violation of this section shall be deemed a material breach of this  
 7 AGREEMENT, and the AGREEMENT shall be immediately terminated by the  
 8 COUNTY.

9 i) SUBRECIPIENT shall be subject to state and federal conflict of interest laws.  
 10 For instance, Health and Safety Code section 50219, subdivision (h) states, “For  
 11 purposes of Section 1090 of the Government Code, a representative of a county  
 12 serving on a board, committee, or body with the primary purpose of administering  
 13 funds or making funding recommendations for applications pursuant to this  
 14 chapter shall have no financial interest in any contract, program, or project voted  
 15 on by the board, committee, or body on the basis of the receipt of compensation  
 16 for holding public office or public employment as a representative of the county.”

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

22 i) Employees of the SUBRECIPIENT: Employees of the SUBRECIPIENT  
 23 shall comply with all applicable provisions of law pertaining to conflicts of interest,  
 24 including but not limited to any applicable conflict of interest provisions of the  
 25 Political Reform Act of 1974 (Gov. Code, § 81000 et seq.)

26 ii) Representatives of a County: A representative of a county serving on a  
 27 board, committee, or body with the primary purpose of administering funds or  
 28 making funding recommendations for applications pursuant to this chapter shall  
 have no financial interest in any contract, program, or project voted on by the board,

1 committee, or body on the basis of the receipt of compensation for holding public  
2 office or public employment as a representative of the county.

3 **27) DRUG FREE WORKPLACE CERTIFICATION.** By signing this AGREEMENT,  
4 SUBRECIPIENT, and its subcontractors, including Contractor(s), hereby certify, under  
5 penalty of perjury under the laws of the State of California, compliance with the requirements  
6 of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will  
7 provide a drug-free workplace by taking the following actions:

- 8 a) Publish a statement notifying employees and subcontractors that unlawful  
9 manufacture, distribution, dispensation, possession, or use of a controlled  
10 substance is prohibited and specifying actions to be taken against employees,  
11 contractors, or subcontractors for violations, as required by Government Code  
12 section 8355(a)(1).
- 13 b) Establish a Drug-Free Awareness Program, as required by Government Code  
14 section 8355(a)(2) to inform employees, contractors, or subcontractors about all  
15 of the following:
  - 16 i) The dangers of drug abuse in the workplace;
  - 17 ii) SUBRECIPIENT's policy of maintaining a drug-free workplace;
  - 18 iii) Any available counseling, rehabilitation, and employee assistance  
19 programs; and,
  - 20 iv) Penalties that may be imposed upon employees, contractors, and  
21 subcontractors for drug abuse violations.
- 22 c) Provide as required by Government Code section 8355(a)(3), that every  
23 employee and/or subcontractor who works under this AGREEMENT:
  - 24 a. Will receive a copy of SUBRECIPIENT's drug-free policy statement; and,
  - 25 b. Will agree to abide by terms of SUBRECIPIENT'S condition of  
26 employment or subcontract.
- 27 d) SUBRECIPIENT shall include this provision in its contract with all Contractor(s)  
28 and subcontractors.

**28) CHILD SUPPORT COMPLIANCE ACT.**

- 1 a) By signing this AGREEMENT, the SUBRECIPIENT acknowledges the  
 2 importance of child and family support obligations and shall fully comply with  
 3 all applicable state and federal laws relating to child and family support  
 4 enforcement, including, but not limited to, disclosure of information and  
 5 compliance with earnings assignment orders, as provided in Chapter 8  
 6 (commencing with section 5200) of Part 5 of Division 9 of the Family Code.
- 7 b) By signing this AGREEMENT, the SUBRECIPIENT certifies, to the best of its  
 8 knowledge, it is fully complying with the earnings assignment orders of all  
 9 employees and is providing the names of all new employees to the New Hire  
 10 Registry maintained by the California Employment Development Department  
 11 (EDD).
- 12 c) In order to comply with child support enforcement requirements of the State of  
 13 California, the COUNTY may be required to submit a Report of Independent  
 14 Contractor(s) form **DE 542** to the Employment Development Department. The  
 15 SUBRECIPIENT agrees to furnish the required data and certifications to the  
 16 COUNTY within ten (10) days when required by the EDD. This data will be  
 17 transmitted to governmental agencies charged with the establishment and  
 18 enforcement of child support orders. Failure of the SUBRECIPIENT to comply  
 19 with all federal and state reporting requirements for child support enforcement or  
 20 to comply with all lawfully served Wage and Earnings Assignments Orders and  
 21 Notices of Assignment shall constitute a material breach of this AGREEMENT.  
 22 If SUBRECIPIENT has any questions concerning this reporting requirement,  
 23 please call (916) 657-0529. SUBRECIPIENT should also contact its local  
 24 Employment Tax Customer Service Office listed in the telephone directory in the  
 25 State Government section under “Employment Development Department” or  
 26 access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).
- 27 d) SUBRECIPIENT shall include this provision in its contract with all Contractor(s)  
 28 and subcontractors.

**29) EMPLOYMENT PRACTICES.**

- 1 a) SUBRECIPIENT and its subcontractors, including Contractor(s), shall comply  
 2 with all federal and state statutes and regulations in the hiring of its employees.
- 3 b) SUBRECIPIENT agrees to abide by and include in any contracts to perform the  
 4 WORK under this AGREEMENT with its Contractor(s), the following clause:  
 5 “During the performance of this AGREEMENT, SUBRECIPIENT and its  
 6 Contractor(s) shall not unlawfully discriminate, harass, or allow harassment  
 7 against any employee or applicant for employment because of sex (gender),  
 8 sexual orientation, gender identity, gender expression, race, color, ancestry,  
 9 religion, creed, national origin (including language use restriction), pregnancy,  
 10 physical disability (including HIV and AIDS), mental disability, medical  
 11 condition (cancer/genetic characteristics), age (over 40), genetic information,  
 12 marital status, military and veteran status, and denial of medical and family care  
 13 leave or pregnancy disability leave. SUBRECIPIENT and its Contractor(s) shall  
 14 ensure that the evaluation and treatment of their employees and applicants for  
 15 employment are free from such discrimination and harassment.  
 16 SUBRECIPIENT or its Contractor(s) shall comply with the provisions of the Fair  
 17 Employment and Housing Act (Government Code section 12990 (a-f) et seq.)  
 18 and the applicable regulations promulgated thereunder (California Code of  
 19 Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair  
 20 Employment and Housing Commission implementing Government Code section  
 21 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code  
 22 of Regulations, are incorporated into this AGREEMENT by reference and made  
 23 a part hereof as if set forth in full. SUBRECIPIENT and its Contractor(s) shall  
 24 give written notice of their obligations under this clause to labor organizations  
 25 with which they have a collective bargaining or other agreement”.
- 26 c) In the provision of benefits, SUBRECIPIENT and its subcontractors, including  
 27 Contractor(s), shall certify and comply with Public Contract Code 10295.3 and  
 28 not discriminate between employees with spouses and employees with domestic  
 partners, or discriminate between the domestic partners and spouses of those

1 employees. For the purpose of this section, “domestic partner” means one of two  
2 persons who have filed a declaration of domestic partnership with the Secretary  
3 of State pursuant to Division 2.5 (commencing with Section 297) of the Family  
4 Code.

5 d) By signing this AGREEMENT or accepting funds under this AGREEMENT,  
6 SUBRECIPIENT and its subcontractors, including Contractor(s), shall comply  
7 with Executive Order 11246 of September 24, 1965, entitled “Equal Employment  
8 Opportunity,” as amended by Department of Labor regulations (41 CFR Chapter  
9 60).

10 **30) CIVIL RIGHTS COMPLIANCE.**

11 a) Assurance of Compliance

12 SUBRECIPIENT shall complete the “Assurance of Compliance with the Riverside  
13 County Housing and Workforce Solutions Non-Discrimination in State and  
14 Federally Assisted Programs,” attached hereto and incorporated herein as **Exhibit**  
15 **“E.”** SUBRECIPIENT will sign and date **Exhibit “E”** and return it to COUNTY  
16 along with the executed AGREEMENT. SUBRECIPIENT shall ensure that any  
17 services or performance by SUBRECIPIENT or its Contractor(s) are non-  
18 discriminatory to the effect that no person shall because of ethnic group  
19 identification, age, sex, color, disability, medical condition, national origin, race,  
20 ancestry, marital status, religion, religious creed or political belief be excluded from  
21 participation in or be denied the benefits of, or be otherwise subject to  
22 discrimination under any program or activity receiving federal or state financial  
23 assistance.

24 b) Client Complaints

25 SUBRECIPIENT shall further establish and maintain written referral procedures  
26 under which any person, applying for or receiving services hereunder, may seek  
27 resolution from COUNTY of a complaint with respect to any alleged discrimination  
28 in the provision of services by SUBRECIPIENT's personnel.

Civil Rights Complaints should be referred to:

Civil Rights Coordinator

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:

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

ii) 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.

iii) 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

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

11 **31) DISPUTES.** The Parties shall attempt to resolve any disputes amicably at the working level.  
 12           If that is not successful, the dispute shall be referred to the senior management of the  
 13           COUNTY and SUBRECIPIENT. The SUBRECIPIENT shall proceed diligently with the  
 14           performance of this AGREEMENT pending resolution of a dispute. Prior to the filing of  
 15           any legal action related to this AGREEMENT, the Parties shall be obligated to attend a  
 16           mediation session in Riverside County before a neutral third-party mediator. A second  
 17           session shall be required if the first session is not successful. The Parties shall share equally  
 18           the cost of the mediations.

19 **32) INTERPRETATION; GOVERNING LAW; JURISDICTION AND VENUE.** This  
 20           AGREEMENT and any dispute arising hereunder shall be governed by and interpreted in  
 21           accordance with the laws of the State of California. This AGREEMENT shall be construed  
 22           as a whole according to its fair language and common meaning to achieve the objectives and  
 23           purposes of the Parties hereto. The rule of construction to the effect that ambiguities are to  
 24           be resolved against the drafting Party shall not be employed in interpreting this  
 25           AGREEMENT; all Parties have been represented by counsel in the negotiation and  
 26           preparation hereof. The Parties agree that any action at law or in equity arising under this  
 27           AGREEMENT or brought by a Party hereto for the purpose of enforcing, construing or  
 28           determining the validity of any provision of this AGREEMENT shall be filed only in the  
 Superior Court of the State of California, located in Riverside, California, and the Parties

1 hereto waive all provisions of law providing for the filing, removal or change of venue to  
2 any other court or jurisdiction.

3 **33) WAIVER.** Waiver of any provision of this AGREEMENT must be in writing and signed by  
4 the authorized representatives of the Parties. Any waiver by COUNTY of any breach of any  
5 one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any  
6 subsequent or other breach of the same or of any other term of this AGREEMENT. Failure  
7 on the part of COUNTY to require exact, full, and complete compliance with any terms of  
8 this AGREEMENT shall not be construed as in any manner changing the terms or preventing  
9 COUNTY from enforcing the terms of this AGREEMENT. Any forbearance by COUNTY  
10 in exercising any right or remedy herein, or otherwise afforded by applicable law, shall not  
11 be a waiver or preclude the exercise of any such right or remedy.

12 **34) ASSIGNMENT.** SUBRECIPIENT shall not delegate or assign any interest in this  
13 AGREEMENT, whether by operation of law or otherwise, without the prior written consent  
14 of COUNTY and a formal amendment to this AGREEMENT to affect such delegation or  
15 assignment. Any attempt to delegate or assign any interest herein without the prior written  
16 consent of COUNTY shall be deemed void and of no force or effect.

17 **35) BINDING EFFECT.** This AGREEMENT, and the terms, provisions, promises, covenants  
18 and conditions hereof, shall be binding upon and shall ensure to the benefit of the Parties  
19 hereto and their respective heirs, legal representatives, successors and assigns. All covenants  
20 and agreements of SUBRECIPIENT shall be joint and several.

21 **36) NO THIRD-PARTY BENEFICIARIES.** The Parties to this AGREEMENT acknowledge  
22 and agree that the provisions of this AGREEMENT are for the sole benefit of COUNTY and  
23 SUBRECIPIENT, and not for the benefit, directly or indirectly, of any other person or entity,  
24 except as otherwise expressly provided herein.

25 **37) FURTHER ASSURANCES.** The SUBRECIPIENT shall execute any further documents  
26 consistent with the terms of this AGREEMENT, including documents in recordable form, as  
27 the COUNTY may from time to time find necessary or appropriate to effectuate its purposes  
28 in entering into this AGREEMENT.

**38) MINISTERIAL ACTS.** The COUNTY officer charged with the responsibility of

1 administering and implementing the HHIP agreements, is authorized to take such ministerial  
 2 actions as may be necessary or appropriate to implement the terms, provisions, and  
 3 conditions of this AGREEMENT as it may be amended from time to time.

4 **39) ENTIRE AGREEMENT.** It is expressly agreed that this AGREEMENT, including any  
 5 attachments or exhibits hereto, constitutes the entire agreement of the Parties with respect to  
 6 the subject matter hereof and supersedes all prior and contemporaneous representations,  
 7 proposals, discussions and communications, whether oral or in writing. No oral  
 8 understanding or agreement not incorporated herein shall be binding on any of the Parties  
 9 hereto. Each of the attachments and exhibits attached hereto is incorporated herein by this  
 10 reference.

11 **40) SEVERABILITY.** Each paragraph and provision of this AGREEMENT is severable from  
 12 each other provision, and in the event any provision in this AGREEMENT, or part thereof,  
 13 is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the  
 14 remaining provisions shall nevertheless continue in full force and effect without being  
 15 impaired or invalidated in any way.

16 **41) MODIFICATIONS OR AMENDMENTS.** This AGREEMENT shall be modified or  
 17 amended only by a written amendment signed by the duly authorized and empowered  
 18 representatives of both the COUNTY and SUBRECIPIENT.

19 **42) EFFECTIVE DATE.** The effective date of this AGREEMENT is March 1, 2023 upon full  
 20 execution of this Agreement by all Parties.

21 **43) AUTHORITY TO EXECUTE.** The persons executing this AGREEMENT on behalf of the  
 22 Parties to this AGREEMENT hereby warrant and represent that they have the authority to  
 23 execute this AGREEMENT and that they have the authority to bind the respective Parties to  
 24 this AGREEMENT.

25 **44) ELECTRONIC SIGNATURES.** This AGREEMENT may be signed by the Parties hereto  
 26 in counterparts, each of which shall be an original but all of which together shall constitute  
 27 one and the same agreement. Each party of this Agreement agrees to the use of electronic  
 28 signatures, such as digital signatures that meet the requirements of the California Uniform

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

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20 **[Remainder of Page Intentionally Left Blank; Signature Page Follows]**  
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1 **IN WITNESS WHEREOF**, SUBRECIPIENT and COUNTY have executed this  
2 AGREEMENT as of the dates set forth below.

3  
4 **COUNTY**

**SUBRECIPIENT**

5 COUNTY OF RIVERSIDE

COUNTY OF RIVERSIDE

6 HOUSING AND WORKFORCE SOLUTIONS

RIVERSIDE UNIVERSITY HEALTH  
7 SYSTEM – BEHAVIORAL HEALTH

8 By: \_\_\_\_\_

By: Mathew Chang

9 Name: Heidi Marshall

Name: Mathew Chang, MD

10 Title: Director of HWS

Title: Director of Behavioral Health

11 Date: \_\_\_\_\_

Date: 12/11/2025

12  
13  
14 APPROVED AS TO FORM:

APPROVED AS TO FORM:

15 Minh C. Tran

Minh C. Tran

16 County Counsel

County Counsel

17 By: Paula S. Salcido

By: Gregg Gu

18 Name: Paula S. Salcido

Name: Gregg M. Gu

19 Title: Deputy County Counsel

Title: Chief Deputy County Counsel

20  
21  
22 Date: 12/15/2025

Date: 12/03/2025

EXHIBITS

- 1
- 2
- 3 EXHIBIT "A" LINE-ITEM BUDGET
- 4 EXHIBIT "B" SCOPE OF WORK
- 5 EXHIBIT "C" SCHEDULE OF PERFORMANCE
- 6 EXHIBIT "D" FLOOR PLANS
- 7 EXHIBIT "E" ASSURANCE OF COMPLIANCE
- 8 EXHIBIT "F" SUBRECIPIENT PAYMENT REQUEST - 2076A
- 9 EXHIBIT "G" REQUIRED DOCUMENTATION FOR SUBMITTING CLAIMS
- 10 EXHIBIT "H" HMIS PARTICIPATING AGENCY AGREEMENT
- 11 EXHIBIT "I" GOOD NEIGHBOR POLICY
- 12 EXHIBIT "J" HHIP IEHP INVESTMENT PLAN
- 13 EXHIBIT "K" COVENANT AGREEMENT
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**EXHIBIT "A"**  
**LINE-ITEM BUDGET**

<b>LEGAL FEES</b>		Costs for all construction activities listed in Exhibit "B" - Scope of Work and Exhibit "C" - Schedule of Performance, including architectural/engineering costs and infrastructure improvements	<b>HHIP Funding Not to Exceed \$2,500,000</b>
Legal	\$ 25,000		
<b>RENOVATIONS</b>			
Site Work	\$ 1,700,000		
Structures	\$ 28,386,890		
General Requirements	\$ 495,772		
Contractor Profit	\$ 1,307,393		
General Liability Insurance	\$ 294,783		
<b>ARCHITECTURAL FEES</b>			
Design	\$ 1,627,628		
<b>CONSTRUCTION FEES</b>			
Cost of Issuance	\$ 720,000		
Insurance	\$ 722,539		
<b>TOTAL PROJECT COSTS</b>			
CONSTRUCTION COSTS (INCL. BUILDING RENOVATION, SITE IMPROVEMENTS, MECHANICAL / PLUMBING, ELECTRICAL, CONSTRUCTION CONTINGENCY)			
HHIP GRANT AMOUNT			<b>\$2,500,000</b>

**EXHIBIT “B”**  
**SCOPE OF WORK**

**B.1 BACKGROUND [PER SUBRECIPIENT/AGENCY REQUIREMENT]**

**A. Project Description**

Capital Improvement Project

SUBRECIPIENT is proposing to utilize \$2,500,000 in HHIP funds to pay a portion of the costs to renovate a County-owned 84-bed Adult Residential Facility (ARF) called “Franklin ARF” located at 3021 Franklin Avenue, Riverside, CA 92507. Renovations include adaptive re-use of an existing County-owned facility into an 84-bed Adult Residential Facility (ARF), complete with full-service cafeteria, fitness center, laundry, meeting and group rooms and outdoor recreation and lounge areas. Augmented housing-related care services will include increased case management services in clinics, behavioral health staffing, respite beds, and substance abuse and/or prevention programs for Recuperative Care.

**B.2 SCOPE OF WORK [PER SUBRECIPIENT/AGENCY REQUIREMENT]**

A. SUBRECIPIENT shall complete renovations at the property located at [3021 Franklin Avenue, Riverside, CA 92507], for use as Adult Residential Facility (ARF)]. The renovated building will be a total of 84 beds.

**B. New Construction**

Building and APN	Existing	Proposed
[3021 Franklin Avenue, Riverside, CA 92507] [210-201-014]	Convert existing building into a new recuperative care facility.	Create 84 new recuperative beds

**C. Project Detail**

Project Component Type:	Capital Improvement Project
Funding Costs for:	[Delivery of Permanent Housing & Innovative Housing Solutions]
Population Focus:	[Homeless and Chronically Homeless]
# of Beds:	[ 84 ]
# of Dedicated Beds for IEHP Members:	[ 10 ]
Project Location	[3021 Franklin Avenue, Riverside, CA 92507]

**D. Performance Measurements Outcome Statement**

**1. Objective Outcome**

- Creating Suitable Living Environment       Availability/Accessibility
- Providing Decent Housing                       Affordability
- Creating Economic Opportunity               Sustainability

**2. Outcomes (Data Analysis)**

SUBRECIPIENT shall collect and report anticipated performance measures for meeting the following benchmarks with 84 new beds:

Unsheltered Non-IEHP and IEHP Members served with the renovations of 3021 Franklin Avenue, Riverside, CA:	Report the total number of clients served per year
Service Delivery and Utilization Reporting for Inland Empire Health Plan (IEHP):	Description of services provided, and number of members served under each service.
Number of Homeless persons exiting into permanent housing:	50% of clients served per year
Number of Homeless persons exiting into Homelessness:	Not more than 50% of clients served per year

**B.3 LEGAL DESCRIPTION OF PROPERTY**

ADDRESS: 3021 Franklin Avenue, Riverside, CA 92507  
 ASSESSOR'S PARCEL NUMBER: [APN 210-201-014]

Project: 1.02 ACRES M/L IN LOTS 34, 35, 36 & 37 MB 034/038 NON-RESIDENTIAL M2 GEN MANUFAC SUM M12 UNIT 2 Lots 32, 33, 34, 35 36 AND 37 OF NON-RESIDENTIAL "M-2" GENERAL MANUFACTURING SUBDIVISION NO. M-12,UNIT NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 34 PAGE 38 OF MAPS, RIVERSIDE COUNTY, CALIFORNIA.

The SOUTH 27.00 FEET OF THE NORTH 38.00 FEET OF LOT 37 OF NON-RESIDENTIAL "M-2" GENERAL MANUFACTURING SUBDIVISION NO. M-12 UNIT NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 34 OF MAPS AT PAGE 38, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

**B.4 CORE COMPONENTS OF HOUSING FIRST**

SUBRECIPIENT shall ensure that any housing-related activities funded with HHIP funds, including, but not limited to, emergency shelter, rapid re-housing, Rental Assistance, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).

**B.5 HOMELESS MANAGEMENT INFORMATION SYSTEM**

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

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

#### B.6 COORDINATED ENTRY SYSTEM

1. Participation is defined by CES training attendance, complying with Riverside County CES Charter, Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis. [https://drive.google.com/file/d/1L4tSjOq6j7VtD\\_XFtA89uuJfKyhcbII/view?usp=sharing](https://drive.google.com/file/d/1L4tSjOq6j7VtD_XFtA89uuJfKyhcbII/view?usp=sharing)
2. SUBRECIPIENT shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Charter, Policies and Procedures which is located on the County of Riverside CoC website: [https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205\\_20\\_2021.pdf](https://rivcohwpws.org/sites/g/files/aldnop131/files/cocdocumnets/CES%20Policies%20and%20Procedures%20Amended%205_20_2021.pdf)
3. SUBRECIPIENT agrees to work with the CES Lead Agency and coordinate delivery of services (e.g., street outreach, housing navigation, case management, landlord incentive programs, and all other supportive services and housing assistance) to support inquiries received through the CES HomeConnect Hotline and by name list.
4. SUBRECIPIENT agrees to participate in the CES HomeConnect Navigation

Council Review Meetings facilitated by the CES Lead Agency.

5. SUBRECIPIENT shall utilize the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) to screen individuals with high barriers to help them gain access to housing services through the CES.
6. SUBRECIPIENT agrees to provide DHCS access to CES data collected and entered into the SUBRECIPIENT’S HMIS, upon request, and to participate in any statewide data initiative as directed by DHCS, including, but not limited to, a statewide data integration environment.

#### B. 7 REPORTING REQUIREMENTS

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

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

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

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

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

**EXHIBIT “C”  
SCHEDULE OF PERFORMANCE**

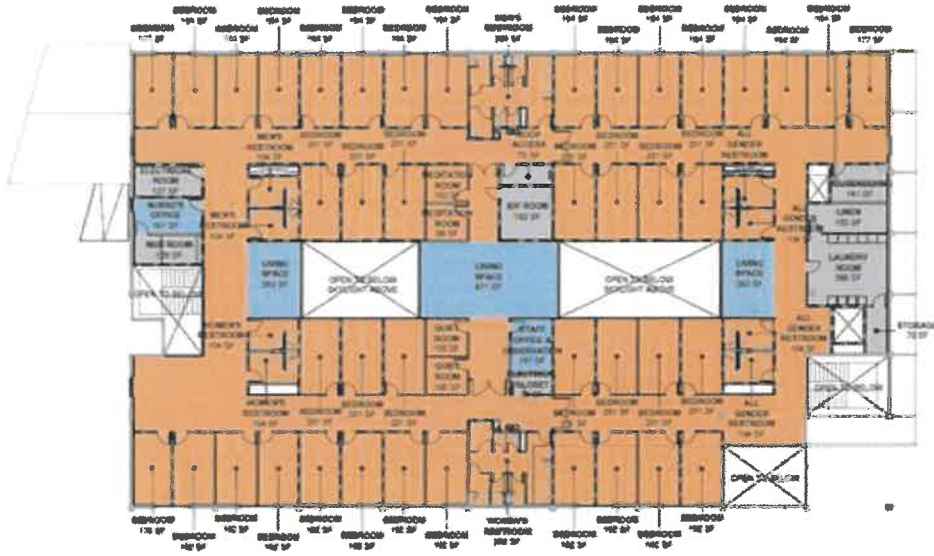
Any deviation from the timeline below during the construction phase must be reported to the COUNTY.

Activity	Completion Dates
<b>PRE-CONSTRUCTION</b>	
Pre-Construction – Contract signed, file for permits. SUBRECIPIENT shall obtain and pay for all necessary permits and licenses relative to the project and be prepared to present said documents to the COUNTY, upon request.	No later than <u>11/8/2024</u>
<b>RENOVATIONS</b>	
Renovate library headquarters into 84-bed Adult Residential Facility (ARF)	No later than <u>11/8/2024</u>
Renovate full-service cafeteria	No later than <u>11/8/2024</u>
Renovate fitness center	No later than <u>11/8/2024</u>
Renovate meeting and group rooms	No later than <u>11/8/2024</u>
Renovate outdoor recreation and lounge areas.	No later than <u>11/8/2024</u>
<b>MECHANICAL/PLUMBING</b>	
Upgrade existing mechanical equipment with new appliances for cafeteria	No later than <u>11/8/2024</u>
Upgrade existing plumbing equipment (sewer and drainage)	No later than <u>11/8/2024</u>
<b>ELECTRICAL</b>	
Install HVAC Units and enclosures	No later than <u>11/8/2024</u>
Install commercial emergency back-up generator and pad	No later than <u>11/8/2024</u>
Install enhanced fire safety and protection system to include smoke and carbon monoxide detectors where required	No later than <u>11/8/2024</u>
Install electrical panels and lighting work necessary, including light fixtures, electrical outlets in rooms and common areas	No later than <u>11/8/2024</u>
Install enhanced fire safety and protection system to include smoke and carbon monoxide detectors where required	No later than <u>11/8/2024</u>
<b>SITE IMPROVEMENTS</b>	

Doors, windows and site furnishings	No later than <u>7/22/2025</u>
Delivery of any site furniture (beds, mattresses, kits, etc.)	No later than <u>7/22/2025</u>
Delivery of fitness and exercise equipment	No later than <u>7/22/2025</u>
<b>PROJECT COMPLETION</b>	
Submit actual final project cost and completion report	No later than <u>8/14/2025</u>
Submit supportive service plan	No later than <u>8/14/2025</u>
Receive occupancy	No later than <u>8/19/2025</u>

### EXHIBIT "D"

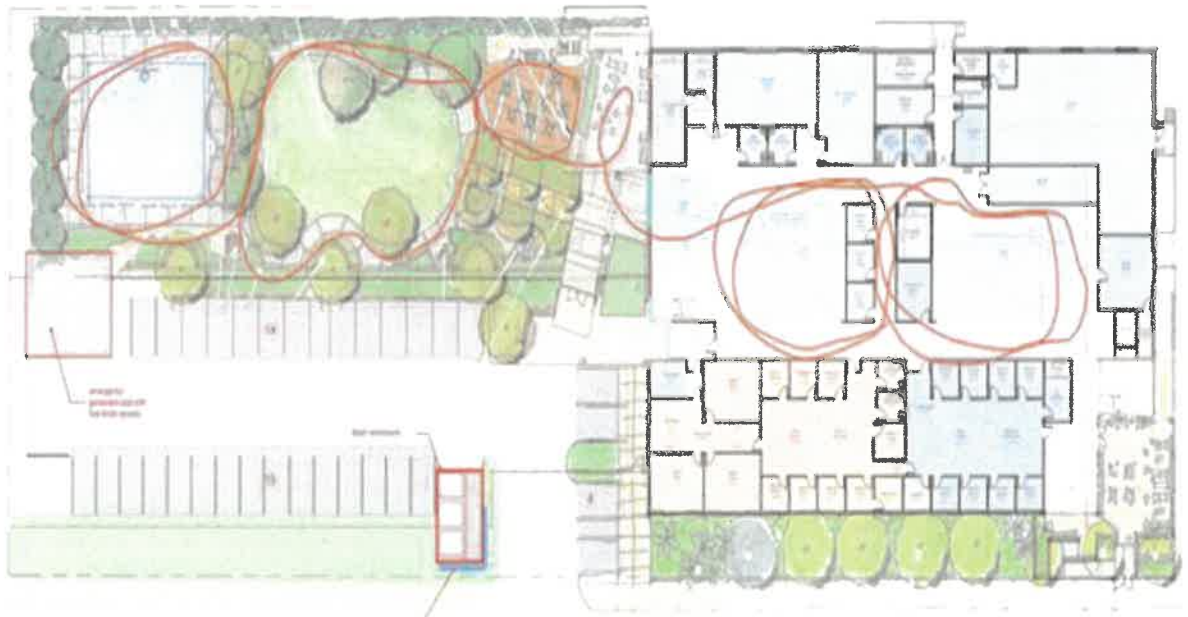
## FLOOR PLAN & SITE PLAN



**2** BUILDING AREA PLAN - LEVEL 02  
SCALE: 1/8" = 1'-0"



**1** BUILDING AREA PLAN - LEVEL 01  
SCALE: 1/8" = 1'-0"



**EXHIBIT “E”****ASSURANCE OF COMPLIANCE****ASSURANCE OF COMPLIANCE WITH  
THE RIVERSIDE COUNTY HOUSING AND WORKFORCE SOLUTIONS  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS****RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH  
ORGANIZATION**

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

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE SUBRECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California's Department of Health Care Services - Medi-Cal Home and Community-Based Services (HCBS), will be prohibited.

**NONDISCRIMINATION.** During the performance of this Agreement, Subrecipient and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veterans status, and denial of medical and family care leave or pregnancy disability leave. Subrecipient and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its subcontractors shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: The California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135 – 111139.5). Subrecipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

BY ACCEPTING THIS ASSURANCE, the SUBRECIPIENT 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 DHCS 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, DHCS shall have the right to invoke fiscal sanctions or other legal remedies, 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 SUBRECIPIENT directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

SUBRECIPIENT

12/11/2025

Date

4095 County Circle Drive  
Riverside, CA 92503

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



Subrecipient's Authorized Signature

By: Mathew Chang, MD  
RUHS-BH

CR50-Vendor Assurance of Compliance

EXHIBIT "F"  
SUBRECIPIENT PAYMENT REQUEST FORM 2076A

COUNTY OF RIVERSIDE  
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

From: \_\_\_\_\_  
Remit to Name \_\_\_\_\_  
Remit to Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Contract Number \_\_\_\_\_

Total amount requested: \$ \_\_\_\_\_ for the period of \_\_\_\_\_

Select Payment Type(s) Below.

Advance Payment \$ \_\_\_\_\_  
(if allowed by Contract/Grant)  Actual Payment \$ \_\_\_\_\_  
(reimbursement of actual program costs)

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

\$0.00

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

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.  
Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

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

Program Date  
Fiscal Date

**EXHIBIT “G”**

**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 <b>will be rejected.</b>
❖	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 <b>June 6.</b>  <b>*If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).</b>
❖	Claims received <b>after June 6</b> will still be paid. However, payment will be delayed until <b>after June 30.</b>
❖	Claims at year-end must still follow the same general guidelines.  <b>*Estimates are not allowed unless specifically authorized by our fiscal team.</b>
PERSONALLY IDENTIFIABLE INFORMATION (PII)	
❖	All PII of program participants <b>must</b> 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.	
<b>Spreadsheets must be provided in Excel format.</b>	
❖	<b>SIGNED/DATED</b> 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
<b>LEASING / RENTAL ASSISTANCE – Required at time of client move-in and</b>
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
<b>LEASING / RENTAL ASSISTANCE – Required with each claim.</b>
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
<b>STAFF / PAYROLL – Required with each claim.</b>
❖ 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
<b>STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.</b>
❖ 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)
<b>OTHER EXPENSES</b>
❖ Invoice/receipt including date and explanation of expense explanation of <ul style="list-style-type: none"> <li>▪ Proof of payment of the credit card statement (cancelled check or check stub)</li> </ul>
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the <b>specific</b> grant/contract.
<b>PROOF OF PAYMENT - CREDIT CARD PAYMENTS</b>
❖ Credit card statement with relevant charge(s) highlighted <ul style="list-style-type: none"> <li>▪ Proof of payment of the credit card statement (cancelled check or check stub)</li> </ul>

**EXHIBIT “H”  
HMIS PARTICIPATING AGENCY AGREEMENT**



**COUNTY OF RIVERSIDE CONTINUUM OF CARE  
HMIS PARTICIPATING AGENCY AGREEMENT**

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

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

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

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

**1. General Understandings:**

- A. Definitions. In this Agreement, the following terms will have the following meanings:
  - i. “AGENCY staff” refers to employees, volunteers, contractors, or any other agents of the AGENCY.

- ii. "Breach" shall mean the acquisition, access, use or disclosure of Identifying Information in a manner not permitted as defined in any Federal or State law, including, but not limited to:
  - a. The Health Insurance Portability and Accountability Act, 45 CFR section 164.502 ("HIPAA");
  - b. The Health Information Technology for Economic and Clinical Health Act, 42 USC 17921;
- iii. The California Confidentiality of Medical Information Act, Civil Code section 56.10 et seq.; "Client" refers to a person receiving services from the AGENCY.
- iv. "De-Identifying Information" (also referred to as "non-identifying" information) refers to data that has specific Client demographic information removed, to allow use of the data *without identifying* a specific Client.
- v. "Enter" or "entry" refers to the entry of any Client information into the HMIS.
- vi. "HMIS" refers to the Homeless Management Information System.
- vii. "HMIS staff" refers to the employees, contractors, or agents of HMIS LEAD assigned to administer the HMIS, as well as to analyze, review and report on the data contained in HMIS.
- viii. "Identifying Information" (also referred to as "confidential" data or information) refers to information about a Client that can be used to distinguish or trace the Client's identity, either alone or when combined with other personal or identifying information using methods reasonably likely to be used.
- ix. "Information" refers to both De-Identifying Information and Identifying Information.
- x. "AGENCY" refers generally to any service provider or organization signing this document that is participating or planning to participate in the HMIS.
- xi. "Sharing," or "information sharing" refers to entering information into HMIS, or providing Identifying Information to other agencies, organizations, individuals, or providers that do not participate in the HMIS.
- xii. "User" refers to AGENCY employees authorized to have, and having, access to the HMIS.

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

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

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

**2. Confidentiality:**

**A. AGENCY shall not:**

- i. enter information into the HMIS which it is not authorized to enter, or
- ii. share information that AGENCY is not authorized to share.

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

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

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

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

**3. Display of Notice:**

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

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

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

- A. Collection of Identifying Information. AGENCY must collect information by lawful and fair means with the knowledge or consent of the Client. Any Identifying Information collected by the AGENCY must be relevant to the purpose for which it is to be used. To the extent necessary for those purposes, Identifying Information should be accurate, complete and timely. AGENCY must post Mandatory Collection Notice at each intake desk or comparable location. Privacy and Mandatory Collection Notices must be made available in writing at the client's request.
- B. Obtaining Client Consent. AGENCY will obtain the informed consent of the Client by having the Client sign the **Consent** form.
- C. Sharing. Prior to sharing any of a Client's information with an AGENCY or organization outside of the HMIS, except as provided in the *HMIS Notice of Privacy Practices*, approved by HMIS LEAD, that explains the Client rights associated with providing AGENCY staff with Identifying Information, AGENCY will provide the Client with a copy of its client consent and/or release of information form ("Consent"). Following an explanation regarding the entity or individual that the information will be shared with and how it will be used, the AGENCY will obtain the informed consent of the Client by having the Client sign the **Consent** form specific to that other AGENCY or outside organization.
- D. Consent Form. AGENCY shall keep all copies of the signed **Consent** form for a period of seven (7) years after the Client signed the consent form. Such forms shall be available for inspection and copying by HMIS and/or the U.S. Department of Housing and Urban Development, at any time.
- E. Refusal of Services. AGENCY may not refuse or decline services to a Client or potential Client if that person:
- i. objects to the entry of its information in the HMIS; or
  - ii. refuses to share his or her personal information with the AGENCY or cannot remember certain information; however, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

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

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

In the event of a conflict between this Agreement and the *HMIS Charter*, the latter shall control.

**6. Sharing HMIS Data:**

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

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

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

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

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

## 7. Client Inspection/Correction:

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

## 8. Security:

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

- A. Access. AGENCY will permit password-protected access to the HMIS only to authorized AGENCY staff who need information from the HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). AGENCY will limit the access of such staff to only those records that are immediately relevant to their work assignments.
- B. User Code of Ethics. Prior to permitting any User to access HMIS, AGENCY will require the User to sign an ***HMIS User Agreement/Code of Ethics*** ("User Code of Ethics"), which is incorporated herein by this reference and which may be amended from time to time at HMIS LEAD's discretion. AGENCY will comply with and enforce the User Code of Ethics and will inform HMIS LEAD immediately in writing of any breaches of the User Code of Ethics.

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

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

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

- C. User Authentication. AGENCY will permit access to HMIS only with use of a User authentication system consisting of a username and a password which the User may not share with others. Written information pertaining to User access (e.g., username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be between eight and twelve characters long and include both letters and numbers. Passwords shall not be, or include the username, the HMIS vendor's name, the HMIS LEAD name, the AGENCY's name, or consist entirely of any word found in the common dictionary or any of the forenamed words spelled backwards. The use of default passwords on initial entry into the HMIS is allowed so long as the User changes the default password on first use. Individual Users must not be able to log on to more than one workstation at a time, or be able to log on to the network at more than one location at a time. Passwords and usernames shall be consistent with guidelines issued from time to time by HUD and HMIS LEAD. Passwords and usernames shall not be exchanged electronically without HMIS LEAD's approval.
- D. Hard Copies. The AGENCY must secure any paper or other hard copy containing Identifying Information that is generated either by or for the HMIS LEAD, including, but not limited to reports, data entry forms and signed consent forms. Any paper or other hard copy generated by or for the HMIS LEAD that contains such information must be supervised at all times when it is in a public area. If AGENCY staff is not present, the information must be secured in areas that are not publicly accessible. Agencies wishing to dispose of hard copies containing Identifying Information must do so by shredding the documents or by other equivalent means with approval by HMIS LEAD. Written information specifically pertaining to User access (e.g., username and password) must not be stored or displayed in any publicly accessible location.
- E. Training/Assistance. HMIS LEAD will conduct ongoing basic confidentiality training for all persons with access to the HMIS and will train all persons who may receive

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

**9. Information Entry Standards:**

- A. Information entered into HMIS by AGENCY will be truthful, accurate, complete and timely to the best of AGENCY's knowledge.
- B. AGENCY will *not* solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.
- C. AGENCY will only enter information into the HMIS database with respect to individuals which it serves or intends to serve, including through referral.
- D. AGENCY will enter information into the HMIS database within seven (7) calendar days of data collection.
- E. AGENCY will *not* alter or over-write information entered by another AGENCY.

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

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

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

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

- B. AGENCY may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.
- C. AGENCY and HMIS LEAD will report only non-identifying information in response to requests for information from the HMIS.
- D. AGENCY will use the HMIS for its legitimate business purposes only.
- E. AGENCY will not use the HMIS to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.
- F. AGENCY shall not use the HMIS to aggregate data to compare the performance of other Participating Agencies, without the express written consent of HMIS LEAD and each of the Participating Agencies being compared.
- G. Notwithstanding any other Section of this Agreement, the parties may use or disclose for any lawful purpose information that: (a) is in the possession of the party prior to the time of the disclosure to the party through the HMIS and was not acquired, directly or indirectly, from the HMIS; or (b) is made available to the party by a third party who has the legal right to do so.

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

- A. AGENCY or HMIS LEAD staff shall assign passwords and access codes for all AGENCY Staff that meets other privacy, training and conditions contained within this Agreement.
- B. AGENCY or HMIS LEAD staff shall not assign passwords or access codes to any other person not directly connected to or working for their own AGENCY.
- C. AGENCY shall be solely responsible for all acts and omissions of its Users, and all other individuals who access the HMIS either through the AGENCY or by use of any password, identifier or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the AGENCY or any of the AGENCY's Authorized Users, with respect to the HMIS and/or any confidential and/or other information accessed in connection therewith, and all such acts and omissions shall be deemed to be the acts and omissions of the AGENCY. Each AGENCY shall certify:
  - i. That its Users have received training regarding the confidentiality of HMIS information under all applicable federal, state, and local laws and agree to protect the Information in compliance with such laws and this Agreement;
  - ii. That its Users shall only access the HMIS for purposes approved by the AGENCY and that are consistent with this Agreement;

- iii. That its Users have agreed to hold any passwords, or other means for accessing the HMIS, in a confidential manner and to release them to no other individual. AGENCY shall ensure that all Users understand that sharing passwords and other means for accessing the HMIS is expressly prohibited;
- iv. That its Users agree and understand that their failure to comply with the terms of this Agreement may result in their exclusion from the HMIS and may constitute cause for disciplinary action by the AGENCY; and
- v. That it has restricted access to the HMIS only to the Users that the AGENCY has identified pursuant to this Section.

- D. AGENCY shall terminate the rights of a User immediately upon the User's termination from his or her position. In the alternative, AGENCY must immediately notify HMIS LEAD staff of the User's termination to allow HMIS LEAD staff to terminate the User's access rights. The AGENCY is responsible for removing HMIS Users from the system.
- E. AGENCY shall be diligent not to cause in any manner or way, corruption of the HMIS, and AGENCY agrees to be responsible for any damage it may cause.

**12. HMIS Administrators Council:**

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

**12. Insurance**

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

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

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

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

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

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

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

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

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

**14. Limitation of Liability:**

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

**15. Disclaimer of Warranties:**

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

**16. Additional Terms and Conditions:**

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

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

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

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

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

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

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

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

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

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







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

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

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

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

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

Tanya Torno		
HMIS LEAD	SIGNATURE	DATE
		
AGENCY NAME		
		
AGENCY CEO/EXECUTIVE DIRECTOR	SIGNATURE	DATE

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

**EXHIBIT “I”****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

**EXHIBIT “J”  
HHIP IEHP INVESTMENT PLAN**

County	Investment Topic #	Gap/Need Addressed	Investment Activity Description	\$ Allocated	\$ Incentive
Riverside	1. CoC Support	Enhance partnership between MCP and CoCs	<ul style="list-style-type: none"> <li>• \$1M to Riverside CoCs to supplement existing HHAP financial plans and strengthen housing related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications)</li> <li>• \$1.5M over 3 years to support the Homeless Point-In-Time Count for the County of Riverside's "More Than a Count" Initiative that will strategically place and coordinate transportation, medical screenings, and interim placements for those identified during the day of the count</li> </ul>	\$2,500,000.00	
Riverside	2. CES Support	Improve connection and Integration with local CES	<ul style="list-style-type: none"> <li>• \$500,000 to support Riverside County CES' infrastructure development and enhancement including software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees)</li> </ul>	\$500,000.00	
Riverside	3. Community Supports Services Enhancement	Provide more medically appropriate and cost-effective housing related services to MCP members who are experiencing homelessness	<ul style="list-style-type: none"> <li>• \$250,000 to enhance community supports vendors to incentivize landlords</li> <li>• \$500,000 may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services</li> </ul>	\$750,000.00	
Riverside	4. CoC collaboration and partnerships	Increase the number of data sharing agreements with counties, COC, and/or organizations that deliver housing services allowing for timely exchange of information and member matching	<ul style="list-style-type: none"> <li>• \$2M to support the expansion of contractual arrangements with housing-related service Providers who can provide interim housing, rental assistance, supportive housing, outreach services, and/or prevention/diversion services.</li> </ul>	\$2,000,000.00	
Riverside	5. DMC-ODS Support and Collaboration	MHP and DMC-ODS do not capture housing status. (they may have their own homeless indicators)	<ul style="list-style-type: none"> <li>• \$500,000 to Riverside County to improve the sharing of patient information including, member matching and current housing status, integration, coordination of care, and case management with MHPs.</li> </ul>	\$500,000.00	
Riverside	6. Homeless Shelter Respite Care Center Development	Lack of respite care and shelter beds	<ul style="list-style-type: none"> <li>• \$5M over 3 years to directly support capital improvements for the shelter's respite care program. The center will support 10 respite care beds and a total of 60 shelter beds. IEHP will negotiate a percentage of beds be reserved for IEHP Members.</li> </ul>	\$5,000,000.00	

Riverside	7. Disparities and Equity Services Support	Address disparities and equity in service delivery, housing placements, and housing retention	<ul style="list-style-type: none"> <li>• \$1M to support Riverside CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions.</li> <li>• \$1M to address disparities and equity by supporting entities who provide services to the LBGTQ+ and HIV/AIDS population.</li> </ul>	\$2,000,000.00	
Riverside	8. Street Medicine Support	Increase ability to identify and house individuals who are not accounted for in reports, require more urgent services, and dissemination of information	<ul style="list-style-type: none"> <li>• \$1M for IEHP to directly contact with a street medicine provider/teams who provide medical care for patients experiencing homelessness using "street medicine" model best practices and create increase encampment response.</li> <li>• \$5.1M to support the County and CoC to integrate street medicine professionals into supervisorial street medicine teams.</li> </ul>	\$6,100,000.00	
Riverside	9. HMIS Collaboration and Enhancement	HMIS is not being used to its full potential	<ul style="list-style-type: none"> <li>• \$750,000 to support the expansion of the CoC's No Wrong Door Approach by increasing the number of licenses available to support users across all sectors and forward-facing dashboards to measure project and system performance towards achieving metrics. Additionally, help with resource support to assist Plan/County Member matching efforts.</li> <li>• \$3M to incentivize County HMIS to enhance member matching capabilities and develop capabilities to allow for timely alerts of changes in a Member's housing status.</li> </ul>	\$750,000.00	\$3,000,000.00

Riverside	10. Community Supports	Increasing community support providers and housing-related care services	<ul style="list-style-type: none"> <li>• \$2M to expand the network of Community Support Providers as well as augment housing-related care services to include increased case management services in clinics, behavioral health staffing, respite beds, and substance abuse and/or prevention programs.</li> <li>• \$3M to incentivize IEHP's Community Support Providers to increase the number of housing related and recuperative care Community Support (CS) services for IEHP Members. Funding to also incentivize CS Providers to be able to electronically receive, follow-up.</li> </ul>	\$2,000,000.00	\$3,000,000.00
Riverside	11. Permanent Supportive Housing	Addressing lack of infrastructure and housing space/beds	<ul style="list-style-type: none"> <li>• \$10.5M to support the CoC's development/infrastructure for capital improvement projects that are in progress and/or nearing completion to support and expand the capacity in Riverside County to sustainably house IEHP Members.</li> <li>• Funding will also help support infrastructure costs to support 808 beds and facilitate linkages to healthcare treatment for physical health, mental health, and substance use.</li> <li>• \$6M to incentivize housing related service providers to sustainably house IEHP members.</li> </ul>	\$10,500,000.00	\$6,000,000.00
Totals				\$32,600,000.00	\$12,000,000.00
<b>Total Funding Amount</b>				<b>Not to exceed \$44,600,000</b>	

**EXHIBIT "K"**  
**COVENANT AGREEMENT**

NO FEE FOR RECORDING PURSUANT  
TO GOVERNMENT CODE SECTION 6103  
RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
County of Riverside  
3403 10th Street, Suite 300  
Riverside, CA 92501  
Attn: Heidi Marshall

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: [210-201-014]

T.R.A. [009-158 Riverside]

**COVENANT AGREEMENT**

This COVENANT AGREEMENT ("COVENANT AGREEMENT") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the DEPARTMENT OF HOUSING AND WORKFORCE SOLUTIONS, (herein referred to as "COUNTY") and RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH (herein referenced to as "SUBRECIPIENT"). Both agencies of the COUNTY OF RIVERSIDE, a political subdivision of the State of California. RUHS-BH on behalf of itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof. COUNTY and SUBRECIPIENT are individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, pursuant to Section 9817 of the American Rescue Plan Act (ARPA) of 2021, the California Department of Health Care Services (DHCS) developed the Medi-Cal Home and Community-Based Services (HCBS) Spending Plan, establishing initiatives to enhance, expand,

1 and strengthen HCBS programs across the state; and WHEREAS, the Housing and Homelessness  
2 Incentive Program (HHIP), a key component of the HCBS Transitions Initiatives, aims to advance  
3 whole-person care models by addressing housing insecurity as a critical social determinant of  
4 health; and

5 WHEREAS, the Inland Empire Health Plan (IEHP) and Molina Healthcare of California  
6 (collectively, the “Managed Care Plans” or “MCPs”) participate in HHIP, awarding Riverside  
7 County (the “COUNTY”) HHIP grant funds totaling Thirty-Two Million Six Hundred Thousand  
8 Dollars (\$32,600,000) through IEHP and Two Million Four Hundred Ninety-Five Thousand  
9 Dollars (\$2,495,000) through Molina Healthcare; and

10 WHEREAS, full disbursement of these funds to the COUNTY is contingent upon  
11 execution of agreements with both MCPs; and

12 WHEREAS, the COUNTY accepted an additional Twelve Million Dollars (\$12,000,000)  
13 in HHIP Incentive Funding from DHCS through IEHP and approved the First Amended and  
14 Restated HHIP Agreement, extending the program term through March 31, 2028; and

15 WHEREAS, under HHIP, Managed Care Plans provide one-time funds to Continuums of  
16 Care (CoCs) to invest in Riverside County’s homeless system of care, including capital  
17 infrastructure projects; and

18 WHEREAS, on January 10, 2023, pursuant to Minute Order 3.15, COUNTY accepted  
19 HHIP Grant Funds from DHCS awarded through IEHP, and authorized the Director of Housing  
20 and Workforce Solutions, or designee, to execute individual HHIP Agreements and amendments  
21 with identified service providers for the term beginning January 10, 2023, and ending March 31,  
22 2024, subject to available funding; and

23 WHEREAS, on October 3, 2023, pursuant to Minute Order 3.17, COUNTY accepted  
24 additional Grant Funds from the California Department of Health Care Services awarded through  
25 the Inland Empire Health Plan for HHIP, and authorized the Director of Housing and Workforce  
26 Solutions, or designee, to execute individual HHIP Agreements based on availability of funding

1 through March 31, 2028; and

2 WHEREAS, Continuums of Care, municipalities, counties, and nonprofit organizations  
3 may utilize HHIP funds for capital improvement projects to enhance housing capacity and  
4 supportive services for unhoused individuals; and WHEREAS, the COUNTY seeks to provide  
5 financial assistance to Riverside University Health System – Behavioral Health  
6 (“SUBRECIPIENT”) in the amount of up to Two Million Five Hundred Thousand Dollars  
7 (\$2,500,000) in HHIP funds to partially fund capital improvements to the County-owned 84-bed  
8 Adult Residential Facility known as “Franklin ARF,” located at 3021 Franklin Avenue, Riverside,  
9 California 92507 (the “Property”); and

10 WHEREAS, the HHIP-eligible activities described herein comply with the Eligible Uses  
11 outlined in the IEHP Investment Plan (**Exhibit “B”**), which include the following:

12 WHEREAS, eligible activities under HHIP funding include, but are not limited to, the  
13 following:

- 14 1. Strengthening partnerships between Medi-Cal Managed Care Plans (MCPs) and  
15 Continuums of Care (CoCs);
- 16 2. Enhancements to the Coordinated Entry System (CES) to improve integration and  
17 efficiency;
- 18 3. Expansion of Community Supports to provide medically appropriate, housing-related  
19 services to Medi-Cal members experiencing homelessness;
- 20 4. Establishment of data sharing agreements to improve member matching and care  
21 coordination;
- 22 5. Collaboration with Drug Medi-Cal Organized Delivery Systems (DMC-ODS) and Mental  
23 Health Plans (MHPs);
- 24 6. Development and expansion of Permanent Supportive Housing infrastructure, including  
25 support for 808 beds in Riverside County;
- 26 7. Implementation of services that address disparities and promote equity in housing access  
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1 and outcomes;

2 8. Expansion of Street Medicine programs to enhance healthcare delivery to unsheltered  
3 individuals;

4 9. Enhancements to the Homeless Management Information System (HMIS) to support cross-  
5 sector collaboration and performance tracking;

6 10. Expansion of Community Support Services to deliver more medically appropriate and cost-  
7 effective housing-related services to MCP members experiencing homelessness; and

8 11. Development of Permanent Supportive Housing to address infrastructure gaps and increase  
9 housing capacity;

10 WHEREAS, the COUNTY further desires to contract with SUBRECIPIENT to carry out  
11 specific eligible activities under Community Support Services Enhancement (Activity 3),  
12 including support for organizations serving individuals with Serious Mental Illness (SMI) and  
13 Serious Emotional Disturbance (SED), through the enhancement and expansion of housing-related  
14 services; and under Community Support (Activity 10), to expand the network of Community  
15 Support providers and augment housing-related care services through increased case management  
16 in clinics, behavioral health staffing, respite beds, and substance abuse treatment and prevention  
17 services for unsheltered individuals in Riverside County; and

18 NOW, THEREFORE, based upon the foregoing Recitals, and for good and valuable  
19 consideration, the receipt and sufficiency of which is acknowledged by all Parties, the COUNTY  
20 and SUBRECIPIENT hereby agree as follows:

21 WHEREAS, SUBRECIPIENT is a governmental agency and the owner of that certain real  
22 property known as 3021 Franklin Avenue, Riverside, CA 92507, and legally described in the Legal  
23 Description attached hereto and incorporated herein as Exhibit "A" (collectively, the  
24 "PROPERTY"); and

25 WHEREAS, in an effort to address the immediate and urgent needs of individuals  
26 experiencing homelessness or at imminent risk of homelessness in the City of Riverside, the  
27 Parties entered into that certain Subrecipient Agreement for the Housing and Homeless Incentive  
28

1 Program (HHIP) – Capital Improvement Project (“SUBRECIPIENT AGREEMENT”), dated  
2 \_\_\_\_\_, 2026, pursuant to which the COUNTY awarded SUBRECIPIENT grant funds  
3 in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “HHIP  
4 GRANT”), to be used exclusively for capital improvements to the PROPERTY, as more fully  
5 described in the SUBRECIPIENT AGREEMENT; and

6 WHEREAS, as a condition of receiving the HHIP GRANT, and in accordance with the  
7 terms of the SUBRECIPIENT AGREEMENT, SUBRECIPIENT has agreed to be bound by the  
8 services for unsheltered individuals in Riverside County; and

9 NOW, THEREFORE, based upon the foregoing Recitals, and for good and valuable  
10 consideration, the receipt and sufficiency of which is acknowledged by all Parties, the COUNTY  
11 and SUBRECIPIENT hereby agree as follows:

12 WHEREAS, SUBRECIPIENT is a governmental agency and the owner of that certain real  
13 property known as 3021 Franklin Avenue, Riverside, CA 92507, and legally described in the  
14 Legal Description attached hereto and incorporated herein as **Exhibit “A”** (collectively, the  
15 “PROPERTY”); and

16 WHEREAS, in an effort to address the immediate and urgent needs of individuals  
17 experiencing homelessness or at imminent risk of homelessness in the City of Riverside, the Parties  
18 entered into that certain Subrecipient Agreement for the Housing and Homeless Incentive Program  
19 (HHIP) – Capital Improvement Project (“SUBRECIPIENT AGREEMENT”), dated  
20 \_\_\_\_\_, 2026, pursuant to which the COUNTY awarded SUBRECIPIENT grant funds  
21 in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “HHIP  
22 GRANT”), to be used exclusively for capital improvements to the PROPERTY, as more fully  
23 described in the SUBRECIPIENT AGREEMENT; and

24 WHEREAS, as a condition of receiving the HHIP GRANT, and in accordance with the  
25 terms of the SUBRECIPIENT AGREEMENT, SUBRECIPIENT has agreed to be bound by the  
26 covenants, conditions, and restrictions set forth in this COVENANT AGREEMENT, which are  
27 intended to ensure the proper use, maintenance, and long-term benefit of the PROPERTY; and  
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1           WHEREAS, this COVENANT AGREEMENT memorializes SUBRECIPIENT's  
2 obligations, including but not limited to: completing the capital improvements to the PROPERTY;  
3 retaining title to the PROPERTY; using and maintaining the PROPERTY in accordance with  
4 applicable program requirements; paying all applicable taxes, assessments, encumbrances, and  
5 charges; ensuring non-discrimination in the operation and use of the PROPERTY; maintaining  
6 appropriate insurance coverage; and indemnifying the COUNTY, all as more fully set forth herein;  
7 and

8           WHEREAS, capitalized terms used but not otherwise defined in this COVENANT  
9 AGREEMENT shall have the meanings assigned to them in the SUBRECIPIENT AGREEMENT;

10          NOW, THEREFORE, in consideration of the mutual covenants and agreements contained  
11 herein, and for other good and valuable consideration, the receipt and sufficiency of which are  
12 hereby acknowledged, SUBRECIPIENT, on behalf of itself and its successors, assigns, and every  
13 successor in interest to the PROPERTY or any portion thereof, hereby declares, covenants, agrees,  
14 and imposes the following restrictions and obligations on the PROPERTY, as set forth below:

15           1.       INCORPORATION OF RECITALS. SUBRECIPIENT covenants and agrees for  
16 itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the  
17 PROPERTY or any part thereof, that the above recitals are true and correct and are hereby made  
18 part of this COVENANT AGREEMENT.

19           2.       USE OF THE PROPERTY. SUBRECIPIENT covenants and agrees for itself, its  
20 successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or  
21 any part thereof, that SUBRECIPIENT, and its successors and assigns, shall use the PROPERTY  
22 exclusively for the purpose of providing housing and services to homeless individuals. No change  
23 in the use of the PROPERTY shall be permitted without the prior written approval of the COUNTY  
24 in its sole discretion. Should SUBRECIPIENT, or its successors and assigns, use the PROPERTY  
25 for a use other than exclusively for the purpose of providing housing and services to homeless  
26 individuals, then SUBRECIPIENT, and its successors and assigns, shall be required to pay to the  
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1 COUNTY a prorated amount of the HHIP GRANT based upon the number of years (out of the  
2 fifty-five (55) years) in which the SUBRECIPIENT, or its successors and assigns, failed to use the  
3 PROPERTY (or other property approved by the COUNTY pursuant to Section 16 herein) as  
4 required.

5 3. PROPERTY IMPROVEMENTS. SUBRECIPIENT covenants and agrees for  
6 itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the  
7 PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, if needed,  
8 shall improve the PROPERTY in accordance with the provisions of the SUBRECIPIENT  
9 AGREEMENT, including, but not limited to, the Scope of Work and Schedule of Performance  
10 contained in **Exhibits "B" and "C"** of the SUBRECIPIENT AGREEMENT ("WORK").

11 4. USE OF THE PROPERTY. SUBRECIPIENT covenants and agrees for itself, its  
12 successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or  
13 any part thereof, that SUBRECIPIENT, and its successors and assigns, shall use the PROPERTY  
14 exclusively for the purpose of providing housing and services to homeless individuals. No change  
15 in the use of the PROPERTY shall be permitted without the prior written approval of the COUNTY  
16 in its sole discretion. Should SUBRECIPIENT, or its successors and assigns, use the PROPERTY  
17 for a use other than exclusively for the purpose of providing housing and services to homeless  
18 individuals, then SUBRECIPIENT, and its successors and assigns, shall be required to pay to the  
19 COUNTY a prorated amount of the HHIP GRANT based upon the number of years (out of the  
20 fifty-five (55) years) in which the SUBRECIPIENT, or its successors and assigns, failed to use the  
21 PROPERTY (or other property approved by the COUNTY pursuant to Section 16 herein) as  
22 required.

23 5. TRANSFER OF THE PROPERTY. SUBRECIPIENT covenants and agrees for  
24 itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the  
25 PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall retain  
26 title to the PROPERTY and not Transfer the PROPERTY or any portion thereof, without the  
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1 written approval of COUNTY, in its sole discretion. The term "Transfer" used herein shall mean  
 2 the sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the  
 3 PROPERTY, including the financing or refinancing of the PROPERTY. Any Transfer of the  
 4 PROPERTY shall be memorialized in an assignment and assumption agreement the form and  
 5 substance of which have been first approved in writing by the COUNTY in its sole discretion.  
 6 Such assignment and assumption agreement shall, among other things, provide that the transferee  
 7 has assumed in writing and in full, and is reasonably capable of performing and complying with  
 8 SUBRECIPIENT's duties and obligations under the SUBRECIPIENT AGREEMENT and this  
 9 COVENANT AGREEMENT, provided, however, unless otherwise agreed to by the COUNTY in  
 10 writing, SUBRECIPIENT shall not be released of its obligations under the SUBRECIPIENT  
 11 AGREEMENT and this COVENANT AGREEMENT. Should SUBRECIPIENT, or its successors  
 12 and assigns, Transfer the PROPERTY or any portion thereof, without the written approval of  
 13 COUNTY, in its sole discretion, then SUBRECIPIENT, and its successors and assigns, shall be  
 14 required to pay to the COUNTY an amount equal to the current market value of the PROPERTY  
 15 less any portion of the value attributable to expenditures of non-HHIP funds for the acquisition of,  
 16 or improvement to, the PROPERTY.

17       6.     MAINTENANCE OF THE PROPERTY. SUBRECIPIENT covenants and agrees  
 18 for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the  
 19 PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall  
 20 protect, maintain, and preserve the PROPERTY in compliance with all applicable federal and state  
 21 law and regulations and local ordinances. In addition, SUBRECIPIENT covenants and agrees for  
 22 itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the  
 23 PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall  
 24 maintain the PROPERTY, at its sole cost and expense, including, but not limited to improvements,  
 25 both interior and exterior, and landscaping on the PROPERTY in a first class, clean, safe, sanitary  
 26 and presentable condition consistent with community standards free from any accumulation of  
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1 debris and waste, and in a manner which will uphold the value of the PROPERTY. This standard  
2 for the quality of maintenance of the PROPERTY shall be met whether or not a specific item of  
3 maintenance is listed below. However, representative items of maintenance shall include frequent  
4 and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting  
5 or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of  
6 trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the PROPERTY,  
7 on-site walks and paved areas and washing-down as necessary to maintain clean surfaces;  
8 maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing  
9 and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings  
10 prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis  
11 and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices  
12 in good working order. SUBRECIPIENT covenants and agrees for itself, its successors and assigns  
13 and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that  
14 SUBRECIPIENT, and its successors and assigns, in the event SUBRECIPIENT, or its successors  
15 and assigns, fails to maintain the PROPERTY in accordance with the standard for the quality of  
16 maintenance, the COUNTY or its designee shall have the right but not the obligation to enter the  
17 PROPERTY upon reasonable notice and opportunity to cure as provided herein to  
18 SUBRECIPIENT (and the successor or assign that is then the owner of the PROPERTY), correct  
19 any violation, and hold SUBRECIPIENT, or such successors or assigns responsible for the cost  
20 thereof, and such cost, if unpaid after fifteen (15) days, shall be assessed as a lien against the  
21 PROPERTY with interest at the highest rate permitted by law.

22 7. TAXES, ASSESSMENTS, ENCUMBRANCES, CHARGES, AND LIENS.

23 SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor  
24 in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and  
25 its successors and assigns, shall pay before delinquency all taxes and assessments affecting said  
26 PROPERTY, when due, and all encumbrances, charges and liens, with interest, on said  
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1 PROPERTY or any part thereof. Should SUBRECIPIENT, and its successors and assigns, fail to  
2 make any payment or to do any act herein provided, then the COUNTY or its designee shall have  
3 the right but not the obligation to do so and upon written notice to or demand upon  
4 SUBRECIPIENT, and its successors and assigns, and without releasing SUBRECIPIENT, and its  
5 successors and assigns, from any obligation hereof, make or do the same in such manner and to  
6 such extent as COUNTY may deem necessary to satisfy such delinquency. The cost borne by the  
7 COUNTY from such payment, shall become a charge, which SUBRECIPIENT, and its successors  
8 and assigns, shall promptly pay upon demand and, if unpaid after fifteen (15) days, shall be  
9 assessed as a lien against the PROPERTY with interest at the highest rate permitted by law.

10 8. NONDISCRIMINATION. SUBRECIPIENT covenants and agrees for itself, its  
11 successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or  
12 any part thereof, that SUBRECIPIENT, and its successors and assigns, shall not discriminate in  
13 the provision of services, allocation of benefits, accommodation in facilities, employment of  
14 personnel, or solicitation, selection, hiring or treatment of any contractors or consultants to  
15 participate in subcontracting/subconsulting opportunities on the basis of ethnic group  
16 identification, race, gender, religious creed, color, national origin, ethnicity, ancestry, age,  
17 disability, medical condition, marital status or sexual orientation; and, to the extent they shall be  
18 found to be applicable hereto, shall comply with the provisions of the California Fair Employment  
19 and Housing Act (Government Code Sections 12900 et seq.), California Fair Employment  
20 Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of  
21 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all  
22 other applicable laws or regulations. This language shall be incorporated into all contracts between  
23 SUBRECIPIENT, and its successors and assigns, and any contractor, consultant, subcontractor,  
24 subconsultants, vendors and suppliers.

25 In addition, SUBRECIPIENT herein covenants by and for itself, its successors and  
26 assigns, and all persons claiming under or through them, that this COVENANT AGREEMENT is  
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1 made and accepted upon and subject to the following conditions: There shall be no discrimination  
2 against or segregation of any person or group of persons, on account of any basis listed in  
3 subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in  
4 Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955,  
5 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy,  
6 tenure, or enjoyment of the PROPERTY, nor shall the transferee itself or any person claiming  
7 under or through him or her, establish or permit any such practice or practices of discrimination or  
8 segregation with reference to the selection, location, number, use, or occupancy, of tenants,  
9 lessees, sublessees, subtenants, or vendees of the PROPERTY.

10 SUBRECIPIENT, and its successors and assigns, shall refrain from restricting the rental,  
11 sale, or lease of the PROPERTY or any portion thereof, on the basis of race, color, creed, religion,  
12 sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease,  
13 and contract entered into with respect to the PROPERTY, or any portion thereof, after the date of  
14 this COVENANT AGREEMENT shall contain or be subject to substantially the following  
15 nondiscrimination or nonsegregation clauses:

- 16 a) In deeds: "The grantee herein covenants by and for himself or herself, his or her  
17 heirs, executors, administrators, and assigns, and all persons claiming under or  
18 through them, that there shall be no discrimination against or segregation of, any  
19 person or group of persons on account of any basis listed in subdivision (a) or (d)  
20 of Section 12955 of the Government Code, as those bases are defined in Sections  
21 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section  
22 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease,  
23 transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor  
24 shall the grantee or any person claiming under or through him or her, establish or  
25 permit any practice or practices of discrimination or segregation with reference to  
26 the selection, location, number, use or occupancy of tenants, lessees, subtenants,  
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1 sublessees, or vendees in the premises herein conveyed. The foregoing covenants  
 2 shall run with the land.”

3 b) In leases: “The lessee<sup>1</sup> herein covenants by and for himself or herself, his or her  
 4 heirs, executors, administrators, and assigns, and all persons claiming under or  
 5 through him or her, and this lease is made and accepted upon and subject to the  
 6 following conditions: That there shall be no discrimination against or segregation  
 7 of any person or group of persons, on account of any basis listed in subdivision (a)  
 8 or (d) of Section 12955 of the Government Code, as those bases are defined in  
 9 Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of  
 10 Section 12955, and Section 12955.2 of the Government Code, in the leasing,  
 11 subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises  
 12 herein leased nor shall the lessee himself or herself, or any person claiming under  
 13 or through him or her, establish or permit any such practice or practices of  
 14 discrimination or segregation with reference to the selection, location, number, use,  
 15 or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises  
 16 herein leased.”

17 c) In contracts: “There shall be no discrimination against or segregation of any person  
 18 or group of persons, on account of any basis listed in subdivision (a) or (d) of  
 19 Section 12955 of the Government Code, as those bases are defined in Sections  
 20 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section  
 21 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease,  
 22 transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee  
 23 itself or any person claiming under or through him or her, establish or permit any  
 24 such practice or practices of discrimination or segregation with reference to the  
 25 selection, location, number, use, or occupancy, of tenants, lessees, sublessees,  
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27 <sup>1</sup> For purposes of this COVENANT AGREEMENT, “lessee” shall include tenants, residents or occupants.  
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subtenants, or vendees of the land.”

In addition to the obligations and duties of SUBRECIPIENT, and its successors and assigns, set forth herein, SUBRECIPIENT, and its successors and assigns, shall, upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with the SUBRECIPIENT AGREEMENT or this COVENANT AGREEMENT.

9. INSURANCE. Without limiting or diminishing SUBRECIPIENT’s, its successors’, assigns’, and each successor in interest to the PROPERTY’s or any part thereof, obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT covenants and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT’s interest in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage’s during the Term of this COVENANT AGREEMENT.

Property Insurance: SUBRECIPIENT, and its successors and assigns, shall maintain property insurance and flood insurance on the PROPERTY, listing the COUNTY as Additional Insured for the Term of this COVENANT AGREEMENT.

a) Property Insurance: SUBRECIPIENT, and its successors and assigns, shall maintain property insurance and flood insurance on the PROPERTY, listing the COUNTY as Additional Insured for the Term of this COVENANT AGREEMENT. SUBRECIPIENT, and its successors and assigns, shall keep the improvements now existing or hereafter erected on the PROPERTY insured against loss by fire, hazards included within the term “extended coverage,” and such other hazards, including floods or flooding. This insurance shall be maintained in the amount of the replacement value of the PROPERTY.

b) Worker’s Compensation Insurance. If SUBRECIPIENT, or its successors and

1 assigns, have employees as defined by the State of California, SUBRECIPIENT and  
 2 its successors and assigns shall maintain statutory Workers' Compensation Insurance  
 3 (Coverage A) as prescribed by the laws of the State of California. Policy shall include  
 4 Employers' Liability (Coverage B) including Occupational Disease with limits not  
 5 less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
 6 subrogation in favor of the COUNTY.

7 c) Commercial General Liability Insurance. Commercial General Liability insurance  
 8 coverage, including but not limited to, premises liability, unmodified contractual  
 9 liability, products and completed operations liability, personal and advertising injury,  
 10 and cross liability coverage, covering claims which may arise from or out of  
 11 SUBRECIPIENT's performance of its obligations hereunder. Policy shall name the  
 12 COUNTY as Additional Insured. Policy's limit of liability shall not be less than  
 13 \$2,000,000 per occurrence combined single limit. If such insurance contains a general  
 14 aggregate limit, it shall apply separately to this COVENANT AGREEMENT or be  
 15 no less than two (2) times the occurrence limit.

16 d) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the  
 17 performance of the obligations under the SUBRECIPIENT AGREEMENT or this  
 18 COVENANT AGREEMENT, then SUBRECIPIENT, and its successors and assigns,  
 19 shall maintain liability insurance for all owned, non-owned or hired vehicles so used  
 20 in an amount not less than \$1,000,000 per occurrence combined single limit. If such  
 21 insurance contains a general aggregate limit, it shall apply separately to this  
 22 COVENANT AGREEMENT or be no less than two (2) times the occurrence limit.  
 23 Policy shall name the COUNTY as Additional Insured.

24 e) All Risk Builder's Insurance: SUBRECIPIENT, and its successors and assigns, shall  
 25 cause its Contractor(s) to procure all risk builder's insurance for the duration of the  
 26 WORK to be performed to the PROPERTY. Contractor(s) shall provide a policy of  
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1 builder's all risk (course of construction) insurance coverage including (if the WORK  
2 is located in an earthquake or flood zone or if required on financed or bond financing  
3 arrangements) coverage for earthquake and flood, covering the SUBRECIPIENT,  
4 Contractor and every subcontractor, of every tier, for the duration of the WORK to  
5 be performed to the PROPERTY, including property to be used in the construction  
6 of the WORK while such property is at off-site storage locations or while in transit  
7 or temporary off-site storage. Such policy shall include, but not be limited to,  
8 coverage for fire, collapse, faulty workmanship, debris removal, expediting expense,  
9 fire department service charges, valuable papers and records, trees, grass, shrubbery  
10 and plants. If scaffolding, falsework and temporary buildings are insured separately  
11 by the Contractor(s) or others, evidence of such separate coverage shall be provided  
12 to SUBRECIPIENT, and its successors and assigns, prior to the start of the WORK.  
13 Such policy shall be written on a completed value form. Such policy shall also  
14 provide coverage for temporary structures (on-site offices, etc.), fixtures, machinery  
15 and equipment being installed as part of the WORK. Contractor(s) shall be  
16 responsible for any and all deductibles under such policy. Upon request by  
17 COUNTY, SUBRECIPIENT, and its successors and assigns, shall cause its  
18 Contractor(s) to declare all terms, conditions, coverages and limits of such policy.

- 19 f) Professional Liability: If applicable, SUBRECIPIENT, and its successors and  
20 assigns, shall cause its Contractor(s) to procure and maintain Professional Liability  
21 Insurance providing coverage for the Contractor's performance of WORK included  
22 within the SUBRECIPIENT AGREEMENT, with a limit of liability of not less than  
23 \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's  
24 Professional Liability Insurance is written on a claims made basis rather than an  
25 occurrence basis, such insurance shall continue through the Term of this  
26 COVENANT AGREEMENT and SUBRECIPIENT shall cause Contractor(s) to  
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1 purchase at its sole expense either 1) an Extended Reporting Endorsement (also,  
2 known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a  
3 retroactive date back to the date of, or prior to, the inception of this COVENANT  
4 AGREEMENT; or 3) demonstrate through Certificates of Insurance that Contractor  
5 has maintained continuous coverage with the same or original insurer. Coverage  
6 provided under items; 1), 2), or 3) shall continue as long as the law allows.

7 g) General Insurance Provisions – All Lines.

- 8 i) Any insurance carrier providing insurance coverage hereunder shall be admitted  
9 to the State of California and have an A M BEST rating of not less than A: VIII  
10 (A:8) unless such requirements are waived, in writing, by the COUNTY Risk  
11 Manager. If the COUNTY Risk Manager waives a requirement for a particular  
12 insurer such waiver is only valid for that specific insurer and only for one policy  
13 term.
- 14 ii) SUBRECIPIENT, and its successors and assigns, must declare its insurance self-  
15 insured retentions for each coverage required herein. If such self-insured  
16 retentions exceed \$500,000 per occurrence each such retention shall have the prior  
17 written consent of the COUNTY Risk Manager. Upon notification of self-insured  
18 retention unacceptable to COUNTY, and at the election of the COUNTY Risk  
19 Manager, SUBRECIPIENT's carriers shall either: (a) reduce or eliminate such  
20 self-insured retention, or (b) procure a bond which guarantees payment of losses  
21 and related investigations, claims administration, and defense costs and expenses.
- 22 iii) SUBRECIPIENT, and its successors and assigns, shall cause its insurance  
23 carrier(s) to furnish the COUNTY with either 1) a properly executed original  
24 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
25 coverage as required herein, and 2) if requested to do so orally or in writing by the  
26 COUNTY Risk Manager, provide original Certified copies of policies including  
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1 all Endorsements and all attachments thereto, showing such insurance is in full  
2 force and effect. Further, said Certificate(s) and policies of insurance shall contain  
3 the covenant of the insurance carrier(s) that thirty (30) calendar days written notice  
4 shall be given to the COUNTY prior to any material modification, cancellation,  
5 expiration or reduction in coverage of such insurance.

6 iv) It is understood and agreed to by the Parties hereto that SUBRECIPIENT's, its  
7 successors' and assigns', insurance shall be construed as primary insurance, and  
8 COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-  
9 insured programs shall not be construed as contributory.

10 v) If, during the Term of this COVENANT AGREEMENT or any extension thereof,  
11 there is a material change in the WORK; or, there is a material change in the  
12 equipment to be used in the performance of the WORK; or, the Term of this  
13 COVENANT AGREEMENT, including any extensions thereof, exceeds five (5)  
14 years, the COUNTY reserves the right to adjust the types of insurance required  
15 under this COVENANT AGREEMENT, if in the COUNTY Risk Manager's  
16 reasonable judgment, the amount or type of insurance carried by the  
17 SUBRECIPIENT, and its successors and assigns, has become inadequate.

18 vi) SUBRECIPIENT, and its successors and assigns, shall pass down the insurance  
19 obligations contained herein to all tiers of subcontractors, including Contractor(s),  
20 working under the SUBRECIPIENT AGREEMENT or on the PROPERTY.

21 vii) The insurance requirements contained in this COVENANT AGREEMENT may  
22 be met with a program(s) of self-insurance acceptable to the COUNTY.

23 viii) SUBRECIPIENT, and its successors and assigns, agree to notify COUNTY  
24 in writing of any claim by a third party or any incident or event that may give rise  
25 to a claim arising from the performance of the COVENANT AGREEMENT.

26 10. HOLD HARMLESS AND INDEMNIFICATION. SUBRECIPIENT covenants  
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1 and agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest  
2 in the PROPERTY or any part thereof, that SUBRECIPIENT, and its successors and assigns, shall  
3 indemnify and hold harmless the COUNTY and its Agencies, Districts, Special Districts and  
4 Departments, their respective directors, officers, Board of Supervisors, elected and appointed  
5 officials, employees, agents and representatives (individually and collectively hereinafter referred  
6 to as Indemnites) from any liability, action, claim, or damage whatsoever, based or asserted upon  
7 any acts, omissions and/or services of SUBRECIPIENT (or its successors and assigns), its officers,  
8 employees, subcontractors, agents, or representatives arising out of or in any way relating to the  
9 SUBRECIPIENT AGREEMENT or this COVENANT AGREEMENT, including but not limited  
10 to property damage, bodily injury, or death, or any other element of any kind or nature.  
11 SUBRECIPIENT, and its successors and assigns, shall defend, at its sole expense, including all  
12 costs and fees (including, but not limited to, attorney fees, cost of investigation, defense

13 and settlements or awards), the Indemnites in any claim or action based upon such alleged  
14 acts, omissions, or services. With respect to any action or claim subject to indemnification herein  
15 by SUBRECIPIENT, and its successors and assigns, SUBRECIPIENT, and its successors and  
16 assigns, shall, its sole cost, have the right to use counsel of its own choice and shall have the right  
17 to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;  
18 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever  
19 limits or circumscribes SUBRECIPIENT's, its successors' and assigns', indemnification to  
20 Indemnites as set forth herein. SUBRECIPIENT's, its successors' and assigns', obligation  
21 hereunder shall be satisfied when SUBRECIPIENT, and its successors and assigns, have provided  
22 to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action  
23 or claim involved. The specified insurance limits required in this COVENANT AGREEMENT  
24 shall in no way limit or circumscribe SUBRECIPIENT's, its successors' and assigns' obligations  
25 to indemnify and hold harmless the Indemnites herein from third party claims. The  
26 indemnification and hold harmless obligations set forth herein shall survive the termination and  
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1 expiration of this COVENANT AGREEMENT.

2 11. NOTICES. SUBRECIPIENT covenants and agrees for itself, its successors and  
3 assigns and every successor in SUBRECIPIENT’s interest in the PROPERTY or any part thereof,  
4 that each notice, request, demand, consent, approval or other communication (hereinafter in this  
5 section referred to collectively as “notices” and referred to singly as a “notice”) which the  
6 COUNTY or SUBRECIPIENT, or its successors and assigns, is required or permitted to give to  
7 the other Party pursuant to this COVENANT AGREEMENT shall be in writing and shall be  
8 deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery  
9 thereof (any notice so delivered shall be deemed to have been received at the time so delivered);  
10 or (b) sent by Federal Express (or other similar national overnight courier) designating early  
11 morning delivery (any notice so delivered shall be deemed to have been received on the next  
12 business day following receipt by the courier); or (c) sent by United States registered or certified  
13 mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United  
14 States Postal Service (any notice so sent shall be deemed to have been received two days after  
15 mailing in the United States), addressed to the respective Parties as follows (or at such other  
16 address as COUNTY may designate in writing to SUBRECIPIENT, and its successors and assigns,  
17 and SUBRECIPIENT, and its successors and assigns, may designate in writing to COUNTY  
18 pursuant to this section):

19 COUNTY	SUBRECIPIENT
20 Housing Workforce Solutions	Riverside University Health Systems-Behavioral Health
21 3403 10 <sup>th</sup> Street, Suite 300	4095 County Circle Drive
22 Riverside, Ca 92501	Riverside, CA 92503

23 12. REMEDIES. COUNTY shall have the right, in the event of any breach of any  
24 agreement or covenant set forth in this COVENANT AGREEMENT, to exercise all available  
25 rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings  
26 to enforce the curing of such breach of agreement or covenant. The remedies provided for any  
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1 breach of any agreement or covenant set forth in this COVENANT AGREEMENT shall be  
2 deemed cumulative, and none of such remedies shall be deemed exclusive.

3 13. TERM. SUBRECIPIENT covenants and agrees for itself, its successors and assigns  
4 and every successor in SUBRECIPIENT's interest in the PROPERTY or any part thereof, that the  
5 non-discrimination covenants, conditions and restrictions contained in Section 7 of this  
6 COVENANT AGREEMENT shall remain in effect in perpetuity; every other covenant, condition  
7 and restriction contained in this COVENANT AGREEMENT shall continue in full force and effect  
8 for the term of the SUBRECIPIENT AGREEMENT and for a period of fifty-five (55) years  
9 thereafter ("Term").

10 14. NOTICE AND CURE. COUNTY shall give SUBRECIPIENT, and its successors  
11 and assigns, notice of such default pursuant to section 10 above. SUBRECIPIENT covenants and  
12 agrees for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in  
13 the PROPERTY or any part thereof, that any monetary default shall be cured within ten (10) days  
14 of delivery of written notice. Except as otherwise set forth herein, if a non-monetary default is  
15 reasonably capable of being cured within thirty (30) days of delivery of written notice,  
16 SUBRECIPIENT, and its successors and assigns, shall have such period to effect a cure prior to  
17 exercise of remedies by COUNTY. If the non-monetary default is such that it is not reasonably  
18 capable of being cured within thirty (30) days of delivery of written notice, and SUBRECIPIENT,  
19 and its successors and assigns, (a) initiates corrective action within said period, and (b) diligently,  
20 continually, and in good faith works to effect a cure as soon as possible, then SUBRECIPIENT,  
21 and its successors and assigns, shall have such additional time as is reasonably necessary to cure  
22 the default prior to exercise of any remedies by the COUNTY; but in no event no later than ninety  
23 (90) days from delivery of such written notice.

24 If a violation of any of the covenants or provisions of this COVENANT AGREEMENT  
25 remains uncured after the respective time period set forth in this section, COUNTY and its  
26 successors and assigns, without regard to whether COUNTY or its successors and assigns is an  
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1 owner of any land or interest therein to which these covenants relate, may institute and prosecute  
2 any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted  
3 violation or to compel specific performance by SUBRECIPIENT, and its successors and assigns,  
4 of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or  
5 violation shall impair, damage or waive the right of the COUNTY to enforce the provisions hereof  
6 or to obtain relief against or recover for the continuation or repetition of such breach or violations  
7 or any similar breach or violation hereof at any later time.

8 15. SENIOR POSITION OF COVENANT AGREEMENT. SUBRECIPIENT  
9 covenants and agrees for itself, its successors and assigns and every successor in  
10 SUBRECIPIENT's interest in the PROPERTY or any part thereof, that this COVENANT  
11 AGREEMENT shall be recorded in the first position senior to all liens and encumbrances against  
12 the PROPERTY, other than those expressly agreed to by COUNTY.

13 16. TRANSFER OF THE COVENANT AGREEMENT. As set forth in the  
14 SUBRECIPIENT AGREEMENT, COUNTY and SUBRECIPIENT agree that SUBRECIPIENT  
15 may transfer the terms and conditions of this COVENANT AGREEMENT to another property  
16 with the prior written consent of the COUNTY, which consent shall not be unreasonably withheld,  
17 conditioned, or delayed.

18 17. MODIFICATIONS OR AMENDMENTS. This COVENANT AGREEMENT  
19 shall be modified or amended only by a written amendment signed by the duly authorized and  
20 empowered representatives of both the COUNTY and SUBRECIPIENT, and its successors and  
21 assigns.

22 18. GOVERNING LAW; VENUE; SEVERABILITY. This COVENANT  
23 AGREEMENT shall be governed by the laws of the State of California. Any legal action related  
24 to the performance or interpretation of this COVENANT AGREEMENT shall be filed only in  
25 the Superior Court of the State of California located in Riverside, California, and the Parties waive  
26 any provision of law providing for a change of venue to another location. In the event any  
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1 provision in this COVENANT AGREEMENT is held by a court of competent jurisdiction to be  
2 invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force  
3 without being impaired or invalidated in any way.

4 19. BINDING EFFECT. This COVENANT AGREEMENT shall bind and inure to the  
5 benefit of the respective heirs, successors and assigns of the Parties.

6 20. ACCESS TO PROPERTY. SUBRECIPIENT covenants and agrees for itself, its  
7 successors and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or  
8 any part thereof, that representatives of the COUNTY shall have the right of access to the  
9 PROPERTY, upon 24 hours' written notice to SUBRECIPIENT, and its successors and assigns,  
10 (except in the case of an emergency, in which COUNTY shall provide such notice as may be  
11 practical under the circumstances), without charges or fees, during normal business hours to  
12 inspect the PROPERTY and confirm SUBRECIPIENT, and its successors and assigns, are  
13 complying with their obligations in accordance with the SUBRECIPIENT AGREEMENT and this  
14 COVENANT AGREEMENT.

15 21. MONITORING. SUBRECIPIENT covenants and agrees for itself, its successors  
16 and assigns and every successor in SUBRECIPIENT's interest in the PROPERTY or any part  
17 thereof, that SUBRECIPIENT, and its successors and assigns, shall annually report to the  
18 COUNTY, in writing, confirming that they continue to retain title to the PROPERTY, have not  
19 Transferred the PROPERTY, providing evidence of insurance, providing evidence of the payment  
20 of taxes, and any and all other information reasonably requested by the COUNTY to ensure  
21 compliance with the terms of the SUBRECIPIENT AGREEMENT and this COVENANT  
22 AGREEMENT. Within fifteen (15) days of a written request from the COUNTY,  
23 SUBRECIPIENT, and its successors and assigns, shall respond with all information requested to  
24 allow the COUNTY to complete its monitoring responsibilities under the terms of this  
25 COVENANT AGREEMENT. Failure to completely and timely comply with requests shall be  
26 deemed a material default under the terms of this COVENANT AGREEMENT.

1           22.    COUNTERPARTS. This COVENANT AGREEMENT may be signed by the  
2 different Parties hereto in counterparts, each of which shall be an original, but all of which together  
3 shall constitute one and the same agreement.

4           23.    COVENANT RUNS WITH LAND. SUBRECIPIENT covenants and agrees for  
5 itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the  
6 PROPERTY or any part thereof, that all conditions, covenants and restrictions contained in this  
7 COVENANT AGREEMENT shall be covenants running with the land for the Term of this  
8 COVENANT AGREEMENT, and shall, in any event, and without regard to technical  
9 classification or designation, legal or otherwise, be, to the fullest extent permitted by law and  
10 equity, binding for the benefit and in favor of, and enforceable by COUNTY, its successors and  
11 assigns, against SUBRECIPIENT, and its successors and assigns, to or of SUBRECIPIENT's  
12 interest in the PROPERTY, or any portion thereof or any interest therein, and any party in  
13 possession or occupancy of said PROPERTY or portion thereof. Each and every contract, deed, or  
14 other instrument hereafter executed covering or conveying the PROPERTY or any portion thereof  
15 shall be held conclusively to have been executed, delivered, and accepted subject to such covenants  
16 and restrictions, regardless of whether such covenants or restrictions are set forth in such contract,  
17 deed, or other instrument. COUNTY shall be deemed the beneficiary of the covenants, conditions  
18 and restrictions of this COVENANT AGREEMENT both for and in its own right and for the  
19 purposes of protecting the interests of the community. The covenants, conditions, and restrictions  
20 shall run in favor of the COUNTY, without regard to whether the COUNTY has been, remains, or  
21 is an owner of any interest in the PROPERTY. Except as provided in the preceding sentence, the  
22 covenants, conditions and restrictions contained in this COVENANT AGREEMENT shall not  
23 benefit nor be enforceable by any other owner of real PROPERTY except the COUNTY.

24           24.    NON-LIABILITY OF THE COUNTY. SUBRECIPIENT covenants and agrees  
25 for itself, its successors and assigns and every successor in SUBRECIPIENT's interest in the  
26 PROPERTY or any part thereof, that in no event shall the COUNTY become in any way liable or  
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1 obligated to the SUBRECIPIENT, or its successors and assigns, by reason of its rights set forth in  
2 this COVENANT AGREEMENT for the COUNTY's failure to exercise any such rights set forth  
3 herein.

4 25. ENTIRE AGREEMENT. This COVENANT AGREEMENT and the  
5 SUBRECIPIENT AGREEMENT sets forth and contains the entire understanding and agreement  
6 of the Parties hereto. There are no oral or written representations, understandings, or ancillary  
7 covenants, undertakings or agreements, which are not contained or expressly referred to within  
8 this COVENANT AGREEMENT, and the SUBRECIPIENT AGREEMENT, including all  
9 amendments and modifications to the SUBRECIPIENT AGREEMENT.

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14 [REMAINDER OF PAGE INTENTIONALLY BLANK]

15 (SIGNATURES ON THE NEXT PAGE)  
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1 IN WITNESS WHEREOF, COUNTY and SUBRECIPIENT have executed this  
2 COVENANT AGREEMENT as of the dates written below.

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5 **COUNTY**

**SUBRECIPIENT**

6 By: \_\_\_\_\_

By: \_\_\_\_\_

7 Name: Heidi Marshall

Name: Matthew Chang, M.D.

8 Title: Director of HWS

Title: Director of RUHS-BH

9 Date: \_\_\_\_\_

Date: \_\_\_\_\_

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11  
12 **(Above signatures need to be notarized)**

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16 APPROVED AS TO FORM:

APPROVED AS TO FORM:

17  
18 MINH C. TRAN, County Counsel

County Counsel

19  
20  
21 By: \_\_\_\_\_

By: \_\_\_\_\_

22 Paula S. Salcido

Gregg M. Gu

23 Deputy County Counsel

Chief Deputy County Counsel

**(COUNTY and OWNER signatures need to be notarized)**

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S-1

**<CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >**

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**LEGAL DESCRIPTION OF PROPERTY**

PROPERTY ADDRESS: 3021 Franklin Avenue. Riverside, CA 92507

ASSESSOR'S PARCEL NUMBER: [APN 210-201-014]

1.02 ACRES M/L IN LOTS 34, 35, 36 & 37 MB 034/038 NON-RESIDENTIAL M2 GEN  
MANUFAC SUM M12 UNIT 2 Lots 32, 33, 34, 35 36 AND 37 OF NON-RESIDENTIAL "M-  
2" GENERAL MANUFACTURING SUBDIVISION NO. M-12,UNIT NO. 2, AS SHOWN BY  
MAP ON FILE IN BOOK 34 PAGE 38 OF MAPS, RIVERSIDE COUNTY, CALIFORNIA.

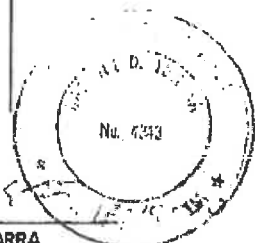
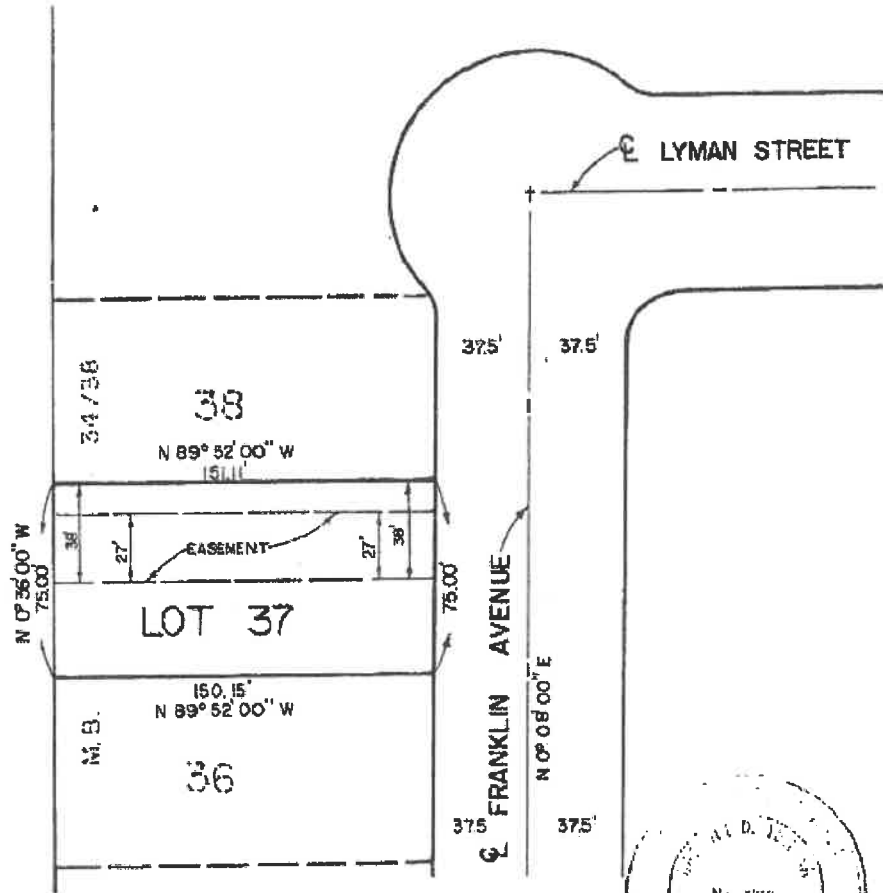
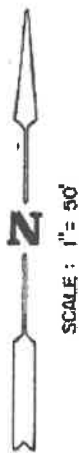
The SOUTH 27.00 FEET OF THE NORTH 38.00 FEET OF LOT 37 OF NON-RESIDENTIAL  
"M-2" GENERAL MANUFACTURING SUBDIVISION NO. M-12 UNIT NO. 2, AS SHOWN  
BY MAP ON FILE IN BOOK 34 OF MAPS AT PAGE 38, RECORDS OF RIVERSIDE  
COUNTY, CALIFORNIA

55077-1-155

Dec. 28, 1990

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**PLAT**  
SHOWING LOCATION OF PROPOSED JOINT USE ACCESS EASEMENT OVER LOT 37 OF NON-RESIDENTIAL "M-2" GENERAL MANUFACTURING SUBDIVISION NO. M-12 UNIT NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 34 OF MAPS AT PAGE 38 RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



GABRIEL D. YBARRA  
L.S. NO. 4343  
REG. EXP. 6-30-92

**EXHIBIT "B"**  
**HHIP IEHP INVESTMENT PLAN**

County	Investment Topic #	Gap/Need Addressed	Investment Activity Description	\$ Allocated	\$ Incentive
Riverside	1. CoC Support	Enhance partnership between MCP and CoCs	<ul style="list-style-type: none"> <li>• \$1M to Riverside CoCs to supplement existing HHAP financial plans and strengthen housing related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications)</li> <li>• \$1.5M over 3 years to support the Homeless Point-in-Time Count for the County of Riverside's "More Than a Count" Initiative that will strategically place and coordinate transportation, medical screenings, and interim placements for those identified during the day of the count</li> </ul>	\$2,500,000.00	
Riverside	2. CES Support	Improve connection and Integration with local CES	<ul style="list-style-type: none"> <li>• \$500,000 to support Riverside County CES' infrastructure development and enhancement including software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees)</li> </ul>	\$500,000.00	
Riverside	3. Community Supports Services Enhancement	Provide more medically appropriate and cost-effective housing related services to MCP members who are experiencing homelessness	<ul style="list-style-type: none"> <li>• \$250,000 to enhance community supports vendors to incentivize landlords</li> <li>• \$500,000 may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services</li> </ul>	\$750,000.00	

Riverside	4. CoC collaboration and partnerships	Increase the number of data sharing agreements with counties, COC, and/or organizations that deliver housing services allowing for timely exchange of information and member matching	<ul style="list-style-type: none"> <li>• \$2M to support the expansion of contractual arrangements with housing-related service Providers who can provide interim housing, rental assistance, supportive housing, outreach services, and/or prevention/diversion services.</li> </ul>	\$2,000,000.00	
Riverside	5. DMC-ODS Support and Collaboration	MHP and DMC-ODS do not capture housing status. (they may have their own homeless indicators)	<ul style="list-style-type: none"> <li>• \$500,000 to Riverside County to improve the sharing of patient information including, member matching and current housing status, integration, coordination of care, and case management with MHPs.</li> </ul>	\$500,000.00	
Riverside	6. Homeless Shelter Respite Care Center Development	Lack of respite care and shelter beds	<ul style="list-style-type: none"> <li>• \$5M over 3 years to directly support capital improvements for the shelter's respite care program. The center will support 10 respite care beds and a total of 60 shelter beds. IEHP will negotiate a percentage of beds be reserved for IEHP Members.</li> </ul>	\$5,000,000.00	

Riverside	7. Disparities and Equity Services Support	Address disparities and equity in service delivery, housing placements, and housing retention	<ul style="list-style-type: none"> <li>• \$1M to support Riverside CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions.</li> <li>• \$1M to address disparities and equity by supporting entities who provide services to the LGBTQ+ and HIV/AIDS population.</li> </ul>	\$2,000,000.00	
Riverside	8. Street Medicine Support	Increase ability to identify and house individuals who are not accounted for in reports, require more urgent services, and dissemination of information	<ul style="list-style-type: none"> <li>• \$1M for IEHP to directly contact with a street medicine provider/teams who provide medical care for patients experiencing homelessness using "street medicine" model best practices and create increase encampment response.</li> <li>• \$5.1M to support the County and CoC to integrate street medicine professionals into supervisorial street medicine teams.</li> </ul>	\$6,100,000.00	
Riverside	9. HMIS Collaboration and Enhancement	HMIS is not being used to its full potential	<ul style="list-style-type: none"> <li>• \$750,000 to support the expansion of the CoC's No Wrong Door Approach by increasing the number of licenses available to support users across all sectors and forward-facing dashboards to measure project and system performance towards achieving metrics. Additionally, help with resource support to assist Plan/County Member matching efforts.</li> <li>• \$3M to incentivize County HMIS to enhance member matching capabilities and develop capabilities to allow for timely alerts of changes in a Member's housing status.</li> </ul>	\$750,000.00	\$3,000,000.00

Riverside	10. Community Supports	Increasing community support providers and housing-related care services	<ul style="list-style-type: none"> <li>• \$2M to expand the network of Community Support Providers as well as augment housing-related care services to include increased case management services in clinics, behavioral health staffing, respite beds, and substance abuse and/or prevention programs.</li> <li>• \$3M to incentivize IEHP's Community Support Providers to increase the number of housing related and recuperative care Community Support (CS) services for IEHP Members. Funding to also incentivize CS Providers to be able to electronically receive, follow-up.</li> </ul>	\$2,000,000.00	\$3,000,000.00
Riverside	11. Permanent Supportive Housing	Addressing lack of infrastructure and housing space/beds	<ul style="list-style-type: none"> <li>• \$10.5M to support the CoC's development/infrastructure for capital improvement projects that are in progress and/or nearing completion to support and expand the capacity in Riverside County to sustainably house IEHP Members.</li> <li>• Funding will also help support infrastructure costs to support 808 beds and facilitate linkages to healthcare treatment for physical health, mental health, and substance use.</li> <li>• \$6M to incentivize housing related service providers to sustainably house IEHP members.</li> </ul>	\$10,500,000.00	\$6,000,000.00
Totals				\$32,600,000.00	\$12,000,000.00
Total Funding Amount				Not to exceed \$44,600,000	

County	Investment Topic #	Gap/Need Addressed	Investment Activity Description	\$ Allocated	\$ Incentive
Riverside	1. CoC Support	Enhance partnership between MCP and CoCs	<ul style="list-style-type: none"> <li>• \$1M to Riverside CoCs to supplement existing HHAP financial plans and strengthen housing related infrastructure and workforce (i.e., administrative costs, employee retention, and certifications)</li> <li>• \$1.5M over 3 years to support the Homeless Point-in-Time Count for the County of Riverside's "More Than a Count" Initiative that will strategically place and coordinate transportation, medical screenings, and interim placements for those identified during the day of the count</li> </ul>	\$2,500,000.00	
Riverside	2. CES Support	Improve connection and integration with local CES	<ul style="list-style-type: none"> <li>• \$500,000 to support Riverside County CES' infrastructure development and enhancement including software upgrades, data matching, system integration, workforce education and development (i.e., onboarding and training of employees)</li> </ul>	\$500,000.00	
Riverside	3. Community Supports Services Enhancement	Provide more medically appropriate and cost-effective housing related services to MCP members who are experiencing homelessness	<ul style="list-style-type: none"> <li>• \$250,000 to enhance community supports vendors to incentivize landlords</li> <li>• \$500,000 may be provided to organizations serving the SMI/SED population for the enhancement/expansion of housing related services</li> </ul>	\$750,000.00	

Riverside	4. CoC collaboration and partnerships	Increase the number of data sharing agreements with counties, COC, and/or organizations that deliver housing services allowing for timely exchange of information and member matching	<ul style="list-style-type: none"> <li>• \$2M to support the expansion of contractual arrangements with housing-related service Providers who can provide interim housing, rental assistance, supportive housing, outreach services, and/or prevention/diversion services.</li> </ul>	\$2,000,000.00	
Riverside	5. DMC-ODS Support and Collaboration	MHP and DMC-ODS do not capture housing status. (they may have their own homeless indicators)	<ul style="list-style-type: none"> <li>• \$500,000 to Riverside County to improve the sharing of patient information including, member matching and current housing status, integration, coordination of care, and case management with MHPs.</li> </ul>	\$500,000.00	
Riverside	6. Homeless Shelter Respite Care Center Development	Lack of respite care and shelter beds	<ul style="list-style-type: none"> <li>• \$5M over 3 years to directly support capital improvements for the shelter's respite care program. The center will support 10 respite care beds and a total of 60 shelter beds. IEHP will negotiate a percentage of beds be reserved for IEHP Members.</li> </ul>	\$5,000,000.00	

Riverside	7. Disparities and Equity Services Support	Address disparities and equity in service delivery, housing placements, and housing retention	<ul style="list-style-type: none"> <li>• <b>\$1M</b> to support Riverside CoCs in addressing disparities and equity in outreach, coordination, and permanent supportive housing solutions.</li> <li>• <b>\$1M</b> to address disparities and equity by supporting entities who provide services to the LBGTO+ and HIV/AIDS population.</li> </ul>	\$2,000,000.00	
Riverside	8. Street Medicine Support	Increase ability to identify and house individuals who are not accounted for in reports, require more urgent services, and dissemination of information	<ul style="list-style-type: none"> <li>• <b>\$1M</b> for IEHP to directly contact with a street medicine provider/teams who provide medical care for patients experiencing homelessness using “street medicine” model best practices and create increase encampment response.</li> <li>• <b>\$5.1M</b> to support the County and CoC to integrate street medicine professionals into supervisorial street medicine teams.</li> </ul>	\$6,100,000.00	
Riverside	9. HMIS Collaboration and Enhancement	HMIS is not being used to its full potential	<ul style="list-style-type: none"> <li>• <b>\$750,000</b> to support the expansion of the CoC’s No Wrong Door Approach by increasing the number of licenses available to support users across all sectors and forward-facing dashboards to measure project and system performance towards achieving metrics. Additionally, help with resource support to assist Plan/County Member matching efforts.</li> <li>• <b>\$3M</b> to incentivize County HMIS to enhance member matching capabilities and develop capabilities to allow for timely alerts of changes in a Member’s housing status.</li> </ul>	\$750,000.00	\$3,000,000.00
Riverside	10. Community Supports	Increasing community support providers and housing-related care services	<ul style="list-style-type: none"> <li>• <b>\$2M</b> to expand the network of Community Support Providers as well as augment housing-related care services to include increased case management services in clinics, behavioral health staffing, respite beds, and substance abuse and/or prevention programs.</li> <li>• <b>\$3M</b> to incentivize IEHP’s Community Support Providers to increase the number of housing related and recuperative care Community Support (CS) services for IEHP Members. Funding to also incentivize CS Providers to be able to electronically receive, follow-up.</li> </ul>	\$2,000,000.00	\$3,000,000.00
Riverside	11. Permanent Supportive Housing	Addressing lack of infrastructure and housing space/beds	<ul style="list-style-type: none"> <li>• <b>\$10.5M</b> to support the CoC’s development/infrastructure for capital improvement projects that are in progress and/or nearing completion to support and expand the capacity in Riverside County to sustainably house IEHP Members.</li> <li>• Funding will also help support infrastructure costs to support 808 beds and facilitate linkages to healthcare treatment for physical health, mental health, and substance use .</li> <li>• <b>\$6M</b> to incentivize housing related service providers to sustainably house IEHP members.</li> </ul>	\$10,500,000.00	\$6,000,000.00
Totals				\$32,600,000.00	\$12,000,000.00
Total Funding Amount				Not to exceed \$44,600,000	

INVESTMENT PLAN ACTIVITY	COUNTY, COC, or BOTH	EARN UP TO AMOUNT	DELIVERABLE/MILESTONE REQUIRED FOR INCENTIVE PAYMENT	DUE DATE
9. HMIS Collaboration and enhancement	County	3 Million	<p>County has the ability to earn incentivized amounts for demonstrating successful milestone completion of the following:</p> <ul style="list-style-type: none"> <li>A. <b>(16.6%/504K)</b> IEHP ability to successfully receive timely alerts from County local HMIS when IEHP’s member experiences a change in housing status</li> <li>B. <b>(10.4%/312K)</b> Report of unique number of IEHP Members who were screened for homelessness or risk of homelessness during measurement period 2 (1/1/23 – 10/31/23)</li> <li>C. <b>(10.4%/312K)</b> Report of unique number of IEHP members who received at least one of the following housing-related Community Supports (list below) offered during measurement period 2 (1/1/23 – 10/31/23) <ul style="list-style-type: none"> <li>a. Housing Transition Navigation</li> <li>b. Housing Deposits</li> <li>c. Housing Tenancy and Sustaining Services</li> <li>d. Recuperative Care</li> <li>e. Short-Term Post Hospitalization Housing</li> <li>f. Day Habilitation Programs</li> </ul> </li> <li>D. <b>(10.4%/312K)</b> Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 2 (1/1/23 – 10/31/23)</li> <li>E. <b>(10.4%/312K)</b> Reports of unique number of IEHP Members who were housed for at least 1 day during baseline measurement period (1/1/22 – 4/30/22)</li> <li>F. <b>(10.4%/312K)</b> Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22)</li> </ul>	On or before October 31, 2023

			<ul style="list-style-type: none"> <li>G. <b>(10.4%/312K)</b> Report of unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (1/1/22 – 12/31/22) and remained housed as of 10/31/23</li> <li>H. <b>(10.4%/312K)</b> Unique number of IEHP Members who were housed for at least 1 day during measurement period 1 (5/1/22 – 12/31/22) and remained housed as of 10/31/23</li> <li>I. <b>(10.4%/312K)</b> Report of the number of IEHP Members receiving care from a street medicine provider during the measurement period 2 (1/1/23 – 10/31/23)</li> </ul>	
10. Community Supports	County/CoC	3 Million	<p>County has the ability to earn incentive funding for each successful demonstration below. (County eligible to receive <b>35K</b> for each successful demonstration if received no later than 10/31/23. <b>25K</b> for each successful demonstration if received after 10/31/23.)</p> <ul style="list-style-type: none"> <li>A. New county or county-subcontracted Community Supports provider that can receive, follow up, and close referrals electronically. Provider must be able to accept new referrals for IEHP Members and provide at least one of the following six (6) housing-related community supports services: <ul style="list-style-type: none"> <li>a. Housing Transition Navigation</li> <li>b. Housing Deposits</li> <li>c. Housing Tenancy and Sustaining Services</li> <li>d. Recuperative Care</li> <li>e. Short-Term Post Hospitalization Housing</li> <li>f. Day Habilitation Programs</li> </ul> </li> <li>B. County or County subcontracted Community Supports provider shall maintain capacity for referrals and align/build their workforce accordingly. County will confirm/attest that community support provider has the ability to accept twenty (20) referrals per month, per service. Provider must provide at least one of the following six (6) housing-related community supports services:</li> </ul>	<p>35K if received no later than 10/31/23.</p> <p>25K if received after 10/31/23</p>

			<ul style="list-style-type: none"> <li>a. Housing Transition Navigation</li> <li>b. Housing Deposits</li> <li>c. Housing Tenancy and Sustaining Services</li> <li>d. Recuperative Care</li> <li>e. Short-Term Post Hospitalization Housing</li> <li>f. Day Habilitation Programs</li> </ul> <p>C. County or County subcontracted Community Supports provider shall be able to demonstrate gradually expanded coverage to priority areas as deemed appropriate by the Health Plan. County will confirm/attest when provider has expanded coverage to at least one of the IEHP's expanded zip code areas (zip codes available upon request). Provider must provide at least one of the following six (6) housing-related community supports services:</p> <ul style="list-style-type: none"> <li>a. Housing Transition Navigation</li> <li>b. Housing Deposits</li> <li>c. Housing Tenancy and Sustaining Services</li> <li>d. Recuperative Care</li> <li>e. Short-Term Post Hospitalization Housing</li> <li>f. Day Habilitation Programs</li> </ul>	
11. Permanent Supportive Housing	County	6 Million	IEHP will fund existing and new Permanent Supportive Housing (PSH) projects with new/expanded capacity. Each new PSH unit is eligible for \$1K in incentive funding and is not limited to a maximum qualifying units. Earned incentive funding can be spent on construction/infrastructure, case management services, administrative/operational costs, IT, and/or any other IEHP-approved activity.	