

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



ITEM: 3.28
(ID # 29967)

MEETING DATE:
Tuesday, July 14, 2026

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve Template Subrecipient Agreements for use with Valley Restart Shelter, Path of Life Ministries, Coachella Valley Rescue Mission for Emergency Shelter Services and Coachella Valley Association of Governments for West Valley Navigation Program Services without seeking competitive bids for emergency shelter services from July 1, 2026 through June 30, 2027 with the option to renew annually through June 30, 2031 for the total aggregate amount not to exceed \$6,092,880 and additional compensation not to exceed a total aggregate of \$609,288 for five (5) years. All Districts. [Not to exceed Total Aggregate Amount Cost: \$6,092,880, Additional Compensation \$609,288 ; 100% General Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the form of the Agreement Template for the Emergency Homeless Shelters (Template) for use with providers listed in (Attachment A);
2. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to ratify and execute Service Agreements without seeking competitive bids with Path of Life Ministries, Valley Restart Shelter, Coachella Valley Rescue Mission and Coachella Valley Association of Governments. The Service Agreements shall substantially conform in form and substance to the Service Agreements (Attachments A) and as approved as to form by County Counsel, with each contractor effective July 1, 2026, and terminating June 30, 2027, with the options to renew annually for an additional four (4) years, as set forth in Attachment A;

Continued on Page 2

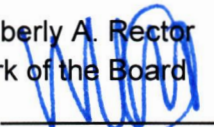
ACTION:Policy


Heidi Marshall, Director 6/11/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Medina and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, and Gutierrez
Nays: None
Absent: Washington and Perez
Date: July 14, 2026
xc: HWS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve and Authorize the Director of Housing and Workforce Solutions (HWS), or designee, 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 Agreements including modifications to the statement of work that stay within the intent of the Agreements; and b) sign amendments to the compensation provisions that do not exceed a total aggregate of \$609,288 for the term of the Agreements; and
4. Direct the Purchasing Agent or designee to issue Purchase Order(s) for the required services not to exceed the BOS approved total aggregate amount.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$1,218,576	\$1,218,576	\$6,092,880	\$ 0
SOURCE OF FUNDS: 100% General Funds			Budget Adjustment: No	
			For Fiscal Year: FY 26/27–30/31	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside serves as the Lead Agency for the Riverside County Continuum of Care (CoC) and coordinates housing and supportive services for individuals and families experiencing homelessness. To support these efforts, the County contracts with Valley Restart Shelter (VRS), Path of Life Ministries (POLM), and Coachella Valley Rescue Mission (CVRM) to provide emergency shelter services, and with the Coachella Valley Association of Governments (CVAG) to administer the West Valley Navigation Program. HWS recommends renewing these agreements for an additional one-year term, with the option to renew for four (4) additional one-year periods.

The County's emergency shelter system is a critical component of the homeless services continuum and often serves as the first point of entry for individuals and families experiencing homelessness. Shelters provide immediate access to safe, temporary housing and supportive services for vulnerable populations, including families with children, seniors, victims of domestic violence, and other at-risk adults. These programs also serve as a vital resource for public safety agencies, first responders, outreach teams, hospitals, and community partners who regularly encounter individuals in crisis and need safe, appropriate locations to connect them with services. By providing immediate shelter and stabilization, these programs help prevent further harm and create pathways to permanent housing and long-term stability.

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Valley Restart Shelter (VRS)

VRS provides emergency shelter and supportive services to individuals and families experiencing homelessness in the Hemet-San Jacinto Valley for an annual amount of \$200,000.

Path of Life Ministries (POLM)

POLM, a non-profit organization located in Riverside, operates an emergency shelter for families experiencing homelessness as well as morning and evening meals daily for an annual amount of \$528,865.

Coachella Valley Rescue Mission (CVRM)

CVRM, a community non-profit organization located in the Coachella Valley, operates an emergency shelter to men, women, and children who are homeless as well as providing morning and evening meals daily for an annual amount of \$130,000.

Coachella Valley Association of Government (CVAG)

CVAG offer administrative support to the West Valley Navigation Program, which provides Homeless Prevention, Rapid Rehousing, Emergency Shelter and Diversion Services for an annual amount of \$359,711

Impact on Residents and Businesses

There is no negative impact on residents and businesses with the County of Riverside. These programs offer vital survival resources for homeless persons in Riverside County who might otherwise have nowhere to go. Shelter Partners provide a safe, secure shelter and hot meals.

Contract History and Price Reasonableness

In accordance with Ordinance 459.6, Section 7, these agreements are exempt from competitive bidding under Category II Exceptions: Shelter home contracts are listed as one of the activities that do not require the purchasing practice of bidding.

The County has contracted with VRS, POLM, CVRM and CVAG for Emergency Shelter services. The County has provided these agencies with a minimum level of funding to support their year-round operation. Each agency relies on alternative funding sources to fully support their operations.

ATTACHMENTS:

- Attachment A: Emergency Shelter Agreement Template.

HM;CH;TT;cg


Stacy Orton, Assistant Director of Purchasing 7/1/2026


Aaron Gettis, Chief Deputy County Counsel 7/2/2026

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

and

CONTRACTOR

HWSCoC-XXXX-XX-XX

Emergency Shelter Program

General County Funds



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



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Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

Attachment I – Assurance of Compliance

Attachment II – Privacy and Security Standards

Attachment III - Contractor Payment Request

Attachment IV – Eligibility Certification Form

Attachment V - Supporting Documents

Attachment VI - Daily Sign-in Sheet

Attachment VII HMIS Participating Agency Agreement

Attachment VIII – Good Neighbor Policy

Attachment IX - 2-1-1- Riverside County Community Services Directory, Agency Registration Form

Attachment X - 2-1-1- Riverside County Community Services Directory, Program Registration Form

This Agreement is made and entered into as of the Effective Date of July 1, 2026 by and between Contractor, a California nonprofit public benefit corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "Bed Night" refers to one bed per Client per night.
- B. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- C. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- D. "Case Management Services" refers to all of the following various categories of services:
 - Mental Health
 - Substance Abuse
 - Housing
 - Employment
 - Children
 - Intake & Assessment
- E. "CES" refers to the Coordinated Entry System in the County of Riverside.
- F. "CoC" refers to the Riverside County Continuum of Care.
- G. "CoC CORE" refers to the HWS Coordination, Oversight, reporting and Evaluation Unit.
- H. "COUNTY" and/or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- I. "Critical Incident" refers to any event that jeopardizes the safety of Participants, staff or facilities. Events constituting a critical incident may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- J. "Crisis Stabilization Housing" or "CSH" refers to sites that will temporarily house homeless individuals & families providing them with intensive case management to assist them in moving into permanent housing (market rate, subsidized, etc.) as quickly as possible.
- K. "Emergency Shelter" refers to any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leased or occupancy agreements, as defined per 24 CFR 576.2.
- L. "HWS" refers to the Department of Housing and Workforce Solutions which has administrative responsibility for this Agreement; for purpose of this Agreement, "HWS" and "COUNTY" may be used interchangeably.

- M. "HMIS" refers to the Riverside County Homeless Management Information System.
- N. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- O. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the Program.
- P. "Permanent Housing" refers to permanent housing and permanent supportive housing as defined in 24 CFR 578.3.
- Q. "CONTRACTOR" refers to **CONTRACTOR** including its employees, agents, representatives, subcontractors and suppliers providing services under this Agreement.
- R. "SUBCONTRACTOR" refers to any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the CONTRACTOR or another SUBCONTRACTOR

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Contractor Payment Request Form , all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement is effective July 1, 2026 ("Effective Date") and continues in effect through June 30, 2027, with four (4) one-year written renewal options unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and CONTRACTOR agree that all services provided to the Target Population are estimated to be, and shall be, fully performed on or before the expiration date of the Agreement, as needed by the parties with written approval from HWS.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. COUNTY and CONTRACTOR acknowledge and agree that the payment of any amount due under this Agreement is contingent upon the availability of authorized and appropriated funds. The COUNTY's obligation to compensate CONTRACTOR shall be limited to the funds appropriated and made available for the purpose of this Agreement. No liability shall accrue to the COUNTY in the event that funds are not appropriated, are insufficient, or are otherwise unavailable. In such event, the COUNTY may terminate this Agreement immediately upon written notice to Contractor, and Contractor shall be entitled only to payment for services satisfactorily performed up to the effective date of termination. Contractor expressly acknowledges that the COUNTY shall not be required to appropriate or allocate additional funds to satisfy any obligations arising under this Agreement. The COUNTY shall not be liable for any costs, expenses, or damages incurred by Contractor in reliance on continued funding, nor shall the COUNTY be obligated to seek, request, or secure additional appropriations for the continuation of this Agreement.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

HHPWS obligation for payment of any Agreement is contingent upon the availability of funds from which payment can be made.

6. TERMINATION FOR CONVENIENCE

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) days written notice served on CONTRACTOR stating the extent and effective date of termination.
- B. After receipt of the notice of termination, CONTRACTOR shall:
 - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY, and deliver in the manner directed by COUNTY, any materials, reports, or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- C. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- D. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

7. TERMINATION FOR CAUSE

- A. COUNTY may, at any time, upon five (5) days written notice, terminate this Agreement for cause if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. Cause for termination shall include, but is not limited to:
 - (1) CONTRACTOR's failure to comply with the terms or conditions of this Agreement;
 - (2) Use of, or permitting the use of funds provided under this Agreement for any ineligible activities;
 - (3) Any failure to comply with the deadlines set forth in this Agreement;
 - (4) Violation on any federal or state laws or regulations; or
 - (5) Withdrawal of HCD's expenditure authority.
- B. In addition to the other remedies that may be available to COUNTY in law or equity for breach of this Agreement, COUNTY may:
 - (1) Bar the CONTRACTOR from applying for future funds;
 - (2) Revoke any other existing award(s) to the CONTRACTOR;
 - (3) Require the return of any unexpended funds disbursed under this Agreement;
 - (4) Require repayment of funds disbursed and expended under this Agreement;
 - (5) Require the immediate return to COUNTY of all funds derived from the use of funds including, but not limited to recaptured funds and returned funds;
 - (6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with requirements; and,

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

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

- (1) Stop all work under this Agreement on the date specified in the notice of termination; and
- (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

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

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

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

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

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

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

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

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

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

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities, products, or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting CONTRACTOR performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.
- B. CONTRACTOR agrees that COUNTY, or their designees, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. CONTRACTOR agrees to provide COUNTY, or their designees, with any relevant information requested. CONTRACTOR agrees to permit COUNTY, or their designees, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), program guidance document published on the website, and this Agreement. CONTRACTOR further agrees to retain all records described in this paragraph for a minimum of five (5) years after the termination of this Agreement. If any litigation, claim negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
- C. COUNTY reserves the right to perform or cause to be performed a financial audit. At COUNTY's request, the CONTRACTOR shall provide, at CONTRACTOR's own expense, a financial audit prepared by a certified public accountant. administrative funds may be used to fund this expense.
- (1) If a financial audit is required by COUNTY, the audit shall be performed by an independent certified public accountant.
 - (2) The CONTRACTOR shall notify COUNTY of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COUNTY to the independent auditor's working papers.
 - (3) The CONTRACTOR is responsible for the completion of audits and all costs of preparing audits.
 - (4) If there are audit findings, the CONTRACTOR must submit a detailed response acceptable to COUNTY for each finding within ninety (90) days from the date of the audit finding report.

12. CONFIDENTIALITY

- A. CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.
- B. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning person receiving services pursuant to this Agreement. CONTRACTOR shall ensure case records or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement. CONTRACTOR shall comply with Welfare and Institutions Code Section (WIC) 10850.
- C. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and CONTRACTOR may collect PII for such purposes, to the extent such activities are authorized by law.
- B. CONTRACTOR may use or disclose PII only to perform functions, activities, or services directly related to the administration of programs or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing by COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.
- C. CONTRACTOR agrees to the PII Privacy and Security Standards attached hereto and incorporated herein as Attachment II. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment II into each subcontract or sub-award to subcontractors.

14. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies, and districts (including their officers, employees and agents) (collectively "COUNTY Indemnitees"), from any liability, damage, claim or action based upon or related to any services

or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend COUNTY Indemnitees in any such claim or action. CONTRACTOR shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

15. INSURANCE

- A. Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either:
 - 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required

herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original certificate(s) of insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self- insured retentions or self-insured programs shall not be construed as contributory.
- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of Insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self- insurance acceptable to COUNTY.
- I. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. **WORKER'S COMPENSATION**

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

17. **VEHICLE LIABILITY**

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

18. **COMMERCIAL GENERAL LIABILITY**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured.

Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

19. **SEXUAL ABUSE OR MOLESTATION (SAM) LIABILITY**

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

20. **PROFESSIONAL LIABILITY**

If, at any time during the duration of this Agreement and any renewal or extension thereof, the CONTRACTOR, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the CONTRACTOR shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claim made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made, insurance policy CONTRACTOR shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

21. **INDEPENDENT CONTRACTOR**

It is agreed that CONTRACTOR is an independent contractor, and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited to, attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

22. **USE BY POLITICAL ENTITIES**

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

23. **LICENSES AND PERMITS**

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

24. NO DEBARMENT OR SUSPENSION

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

25. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all applicable federal, state, and local laws as well as all rules, regulations, requirements, and directives of applicable federal or state agencies and funding sources which impose duties and regulations upon COUNTY as though made with CONTRACTOR directly. In the event there is a conflict between the various laws or regulations that may apply, CONTRACTOR shall comply with the more restrictive law or regulation.

26. INSPECTIONS

A. The COUNTY shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the requirements.

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

27. EMPLOYMENT PRACTICES

A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.

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

C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

- D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).
- E. CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirements for child support enforcement shall constitute a material breach of this Agreement.

27. **CHILD SUPPORT COMPLIANCE ACT**

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

28. **DRUG FREE WORKPLACE CERTIFICATION**

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

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

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

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

29. PERSONNEL

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

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

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

- C. Background Checks

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

30. SUBCONTRACTS

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

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

- (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and
 - (4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- C. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.
 - D. CONTRACTOR shall insert clauses in all Subcontracts to bind its subcontractors to the terms and conditions of this Agreement.
 - E. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.
 - F. In the event that CONTRACTOR enters into Subcontracts with subcontractors, as provided herein, CONTRACTOR shall Expend one hundred percent (100%) of funds by June 30, 2022.

31 LOBBYING

- A. CONTRACTOR certifies no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this Agreement and that all CONTRACTOR's subcontractors shall certify and disclose accordingly.

32. ADVERSE GOVERNMENT ACTION

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

concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

33. SUPPLANTATION

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

34. ASSIGNMENT

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

35. FORCE MAJEURE

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

36. GOVERNING LAW

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

37. DISPUTES

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

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

38. ADMINISTRATIVE/CONTRACT LIAISON

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

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

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

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

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

40. NOTICES

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

COUNTY:

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

CONTRACTOR:

CONTRACTOR

Address

City, Zip Code

41. SIGNED IN COUNTERPARTS

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

42. ELECTRONIC SIGNATURES (after SIGNED IN COUNTERPARTS)

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

43. MODIFICATION OF TERMS

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

44. ENTIRE AGREEMENT

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

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

Authorized Signature for CONTRACTOR:	Authorized Signature for COUNTY:
Printed Name of Person Signing:	Printed Name of Person Signing: Heidi Marshall
Title:	Title: Director
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
 BY: BRADEN J. HOLLY 7/1/26 DATE
Approved template only.

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

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

Fiscal Year Period	Maximum Annual Reimbursement Amount
July 1, 2026 through June 30, 2027	\$XXX,XXX
July 1, 2027 through June 30, 2028	\$XXX,XXX
July 1, 2028 through June 30, 2029	\$XXX,XXX
July 1, 2029 through June 30, 2030	\$XXX,XXX
July 1, 2030 through June 30, 2031	\$XXX,XXX
Total	\$X,XXX,XXX

b. COST OF SERVICE RATE

The CONTRACTOR shall be paid \$XX.XX per bed for XXXX (XXXX) beds (whether occupied or not) per day for the term of this Agreement.

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

A.3 WITHHELD PAYMENTS

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

A.4 DISALLOWANCE

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

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

A.5 FISCAL ACCOUNTABILITY

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

A.6 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT

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

1. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Convenience may be conducted based on mutual agreement between the COUNTY and CONTRACTOR and written approval from HWS with no negative effect for both parties under the authority of HWS.
2. Budget Modification, Budget Amendment and/or any other Amendment of Agreement for Cause may be conducted based on mutual agreement between the COUNTY and CONTRACTOR and written approval from HWS. Any Cause due to CONTRACTOR's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities.

A.7 FINAL REIMBURSEMENT

Unless approved by HWS in writing, all final requests for reimbursement of authorized expenditures under this Grant must be submitted to HWS no later than the expiration date of the Agreement.

Schedule B
Scope of Services

B.1 GENERAL REQUIREMENTS

CONTRACTOR shall adhere to all applicable provisions outlined in and CONTRACTOR shall cooperate with COUNTY in fulfilling its obligations under. In addition, CONTRACTOR shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. CONTRACTOR shall also provide Participant linkages to other sources of support. CONTRACTOR shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. Participate in and accept its Participant referrals from the CoC CES. The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with existing programs, bringing them together into a "no-wrong-door" system. The CES is designed to coordinate program Participant intake, assessment, and provision of referrals. CES participation is a federal and state requirement under HEARTH Act 2009, 24 CFR parts 91 and 576; 24 CFR 576.400(d); and 25 CCR Section 8409.
- c. Agree to participate in the HMIS.
 1. HMIS security policies and procedures and entering required Participant data on a regular and timely basis.
 2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant CONTRACTOR access to use the HMIS software for the term of this Agreement.
 3. CONTRACTOR shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.
 4. CONTRACTOR must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: <https://www.harivco.org/HomelessManagementInformationSystem/tabid/237/Default.aspx>.

B.2 Emergency Shelter Services

1. Shelter

- a. Maintain XXXX (XX) beds available for use as emergency shelter to families experiencing homelessness free of charge in the CONTRACTOR's XXXXX shelter in Riverside, California. Customers shall be limited to a maximum stay of ninety (90) consecutive days or a limit of ninety (90) cumulative days within any consecutive six (6) month period. For up to twelve (12) beds, the CONTRACTOR will have the discretion to allow Customers to stay beyond the ninety (90) consecutive days or beyond the ninety (90) cumulative days in a consecutive six (6) month period based on need and for good cause, which must be documented and available for HWS' review.

- b. Make available for each Customer bed linens and towels for showering. Linens and towels shall be washed in hot water and laundry detergent no less than once a week and upon the Customer's exit from the shelter. "Hot water" is defined as 120 degrees Fahrenheit.
 - c. Provide a sleeping space that is not less than two (2) feet in any direction from another Customer's sleeping space. Cots or beds with mattresses are preferable. Mats placed directly on the floor shall only be used as a bed of last resort. This condition may only be waived with prior HWS approval and proper documentation indicating compliance with applicable code and/or fire restrictions.
2. Meals
- a. Provide three (3) meals on site to all interested Customers on a daily basis. Drinking water shall be made available at all times. A copy of each week's menu shall be maintained on site by CONTRACTOR for HWS' review.
 - b. The morning meal shall include, at a minimum, hot and cold beverages and cereal or pastry.
 - c. The afternoon and evening meal shall include, at a minimum, hot and cold beverages, meat and/or pasta, and vegetables and/or fruit. Vegetarian options may be included to accommodate Customers.
- 3. Assist all interested Customers with referral or access to services such as health care, social services, employment services, mainstream benefit programs (e.g., General Relief; Social Security; Supplemental Security Income; the Women, Infants and Children Nutrition Program; etc.), vocational services, legal assistance, etc.
 - 4. Ensure that residents complete a daily sign-in sheet and intake, attached hereto and incorporated herein by this reference as **Attachment VI**. The sign-in sheet includes the Customer's name, both printed and signature, and the last four (4) digits of their Social Security Number, if available. All documents must be completed legibly and maintained by the CONTRACTOR in accordance with Section IV.E, "Records, Inspections, and Audits."
 - 5. Ensure that no drugs, alcohol, or weapons are allowed on the premises.
 - 6. Maintain case files on each Customer that contains, at a minimum, detailed and legible case notes describing referrals made and progress gained during the Customer's stay at the shelter.
 - 7. Maintain written records on site of the following for HWS' review:
 - a. Monthly drills to facilitate the evacuation of the shelter in case of fire or natural disaster.
 - b. Weekly random safety checks to ensure weapons and contraband items are not in the shelter.
 - c. Post shelter rules and guidelines in English and Spanish in a conspicuous place.
 - d. Maintain and post in a conspicuous place a participant's grievance procedure.

- e. Ensure that Customers do not loiter nor deposit their belongings outside the shelter or in the neighboring vicinity as to disturb neighbors or neighboring property.
 - f. Prohibit entry into the shelter when there is a reasonable suspicion that the Customer is intoxicated and/or under the influence of an illicit substance.
 - g. Clear all potential participants through the California Sexual Offenders Registry, located on the California Office of the Attorney General website: (<https://www.nsopw.gov/>).
 - i. Adequately staff the facility to administer the program. No less than two (2) staff members shall be on any one work shift while Customers are inside the shelter. Staff shall be trained at least annually on emergency first aid.
 - i. Participate in the Homeless Management Information System (HMIS). Participation is defined by HMIS training attendance, complying with the Continuum of Care HMIS policies and procedures, and entering required participant data according to the HMIS Written Standards policies and timelines.
1. HWS retains the rights to the HMIS and case management software application used in the operations of this property. HWS grants the Project Sponsor an exclusive perpetual license to use the HMIS software for the term of this Agreement.
 2. Ensure that employees using HMIS for Customer intake capture all required data fields, as set forth in the Policies and Procedures Manual, which is located on the HWS Coordination, Oversight, Reporting and Evaluation (CoC-CORE) website
 3. Participate regularly in the Continuum of Care meetings.
 4. Notify HWS, within a reasonable amount of time, of any Critical Incidents.
 5. Notify HWS, in writing, if the number of beds and/or the "...quality of quantity..." of case management and supportive services is going to be altered anytime during the Agreement term. HWS must be notified of these changes at least thirty (30) days in advance of implementing changes or enhancements
8. Provide Case Management Services to Customers of the shelter on a weekly basis at a minimum. Participation in a case management plan shall be a condition for admission for the following shelter services:
 - a. For shelter residents, compliance with an agreed upon case management plan is required for continued residency at the shelter.
 - b. Perform an intake and an assessment of Customer's needs and assign each Customer to a case manager who shall, together with the Customer, develop specific, comprehensive, and individualized services plan leading to self-sufficiency. Additionally, the case manager shall refer the Customer to all necessary supportive services that are not provided on-site.
 - c. Provide and/or coordinate with other agencies that provide the following services that include, but are not limited to:
 - Benefits advocacy
 - Life skills counseling and life skills training

- Education
 - Personal care and hygiene and showers
 - Physical and mental health treatment
 - Substance abuse counseling
 - Job readiness and job search
 - Referrals to other supportive service providers
- d. Allow participants to receive mail at the site.
9. Complete and maintain in each Customer's paper case file the Emergency Shelter Grant Program Homelessness Eligibility Certification Form, attached hereto as **Attachment IV** and incorporated herein by this reference.
10. Coordinate with local schools to facilitate children's access to education.
11. Coordinate transportation to and from school for children of residents as necessary.
12. Participate in a program-effectiveness study should one be conducted.
- 13 Register its agency and/or program, as funded by HWS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as **Attachment IX and X**, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

The CONTRACTOR may contact 2-1-1 by one of the following methods:

Telephone	(951) 686-4402 Monday through Friday - 8:00 am to 5:00 pm
U.S. Postal Service	2060 University Avenue, #212, Riverside, CA 92507
E-mail	info@connectriverside.org

- 14 Assist HWS in obtaining Midyear and End of Year reporting information that may include, but not be limited to:
- a. Total number of clients that received Social Security.
 - b. Total number of clients that received CalFresh benefits.
 - c. Total number of clients that attained employment.
 - d. Total number of clients that had an increase in income.

B.3 REPORTING

- A. CONTRACTOR shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to BCSH.
- B. Information needed for reporting purposes include but are not limited to the followings. CONTRACTOR is required to have such information on HMIS and, as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.

1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.
 2. The unduplicated number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well as the homeless population served.
 3. The type of housing assistance provided, broken out by the number of individuals.
 4. Outcome data for individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.
 5. Number of Instances of Service.
 6. Increases in capacity for new and existing programs.
 7. The number of unsheltered homeless individuals becoming sheltered.
 8. The number of homeless persons entering permanent housing.
- C. Breakdowns will be expected for each activity (i.e. services, capital improvements, Rental Assistance, etc.) and program type (i.e. Emergency Shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities identified by the U.S. Department of Housing and Urban Development (HUD):
1. Chronically Homeless
 2. Homeless veterans
 3. Unaccompanied Homeless Youth
 4. Homeless persons in families with children

ATTACHMENT I
Assurance of Compliance

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

CONTRACTOR
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 316(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

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

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

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

Date

Director's Signature

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

CR50-Vendor Assurance of Compliance

ATTACHMENT II
Privacy and Security Standards

PHYSICAL SECURITY

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

- A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.
- B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - 1. Properly coded key cards
 - 2. Authorized door keys
 - 3. Official identification
- C. Issue identification badges to Contractor staff.
- D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.
- E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable PII records are used, disclosed, or stored. Video surveillance systems are recommended.
- G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.
- H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and

Organizations.

- C. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- D. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- E. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- F. **Patch Management.**
 - 1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - 2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - 3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - 4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- G. **User IDs and Password Controls.**
 - 1. All users must be issued a unique username for accessing PII.
 - 2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - 3. Passwords are not to be shared.
 - 4. Passwords must be at least eight (8) characters.
 - 5. Passwords must be a non-dictionary word.
 - 6. Passwords must not be stored in readable format on the computer or server.
 - 7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
 - 8. Passwords must be changed if revealed or compromised.
 - 9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Special characters (!, @, #, etc.)
- H. **Data Destruction.** When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- I. **System Timeout.** The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- J. **Warning Banners.** The systems providing access to PII must display a warning banner stating,

at a minimum:

1. Data is confidential;
2. Systems are logged;
3. System use is for business purposes only, by authorized users; and
4. Users shall log off the system immediately if they do not agree with these requirements.

K. System Logging.

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

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

M. Transmission Encryption.

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

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

III. AUDIT CONTROLS

A. System Security Review.

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

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

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

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing

the work required under this Agreement for more than twenty-four (24) hours.

- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 - 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3. The procedures shall include storing backups offsite.
 - 4. The procedures shall ensure an inventory of backup media.
 - 5. The Contractor shall have established documented procedures to recover PII data.
 - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.
- G. Faxing.
 - 1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending the fax.
- H. Mailing.
 - 1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing

of PII to the extent possible.

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

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

Attachment III
Contractor Payment Request

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

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

Total amount requested: \$ for the period of

Select Payment Type(s) Below:

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

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

\$0.00

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

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

Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

Amount Authorized

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

Program Date
Fiscal Date

Attachment IV

Project Name: _____

File No.: _____

**EMERGENCY SHELTER GRANT PROGRAM
HOMELESSNESS ELIGIBILITY CERTIFICATION**
Project Year _____

Please Print
Name: _____

Address
or Mailing Address: _____

City & State: _____

Zip _____

1) **CATEGORY:** I certify that [I am/ my family is] homeless under 42 U.S.C. § 11302 guidelines.

____ Homeless

or

____ Domestic Violence

2) **FAMILY SIZE** (check ONLY one): 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐

3) **ETHNICITY:** (Select ONLY one out of the Single-race or Multi-race categories).

Single race category

☐ White

☐ American Indian/Alaskan Native

☐ Black/African American

☐ Native Hawaiian/Other Pacific Islander

☐ Asian

Multi-race category

☐ American Indian/Alaskan Native & White

☐ Asian & White

☐ Black/African American & White

☐ Hispanic/White

☐ Hispanic/Black/African American

☐ Hispanic/Asian

☐ Hispanic/American Indian/Alaskan Native

☐ Hispanic/Asian & White

☐ Hispanic/Native Hawaiian/Other Pacific Islander

☐ Hispanic/Black/African American & White

☐ Hispanic/American Indian/Alaskan Native & White

☐ American Indian/Alaskan Native & Black/African American

☐ Hispanic/American Indian/Alaskan Native & Black/African American

☐ Other Multi-race (ONLY if, non-of-the-above categories identifies you).

4) **CERTIFICATION:**

I, _____, on _____ (Date), hereby acknowledge that qualification for assistance funded under the ESG program is based upon actual homelessness or Homelessness Prevention assistance under 42 U.S.C. § 11302 or 42 U.S.C. § 11374(a), respectively. If I am seeking Homelessness Prevention assistance, I further hereby certify that I have a qualifying family income, and the income level that I have certified to in this self-certification is current as of the date signed and may be subject to further verification by the ESG sub-recipient, the County of Riverside, or HUD. I hereby authorize such verification and will provide supporting documentation if requested.

Attachment IV

Project Name: _____

File No.: _____

**EMERGENCY SHELTER GRANT PROGRAM
HOMELESSNESS ELIGIBILITY CERTIFICATION**
Project Year _____

Please Print

Name: _____

Address
or Mailing Address: _____

City & State: _____ Zip _____

1) **CATEGORY:** I certify that [I am/ my family is] homeless under 42 U.S.C. § 11302 guidelines.

____ Homeless

or

____ Domestic Violence

2) **FAMILY SIZE** (check ONLY one): 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐

3) **ETHNICITY:** (Select ONLY one out of the Single-race or Multi-race categories).

Single race category

- | | |
|---|---|
| ☐ White | ☐ American Indian/Alaskan Native |
| ☐ Black/African American | ☐ Native Hawaiian/Other Pacific Islander |
| ☐ Asian | |

Multi-race category

- | | |
|--|--|
| ☐ American Indian/Alaskan Native & White | ☐ Asian & White |
| ☐ Black/African American & White | ☐ Hispanic/White |
| ☐ Hispanic/Black/African American | ☐ Hispanic/Asian |
| ☐ Hispanic/American Indian/Alaskan Native | ☐ Hispanic/Asian & White |
| ☐ Hispanic/Native Hawaiian/Other Pacific Islander | ☐ Hispanic/Black/African American & White |
| ☐ Hispanic/American Indian/Alaskan Native & White | |
| ☐ American Indian/Alaskan Native & Black/African American | |
| ☐ Hispanic/American Indian/Alaskan Native & Black/African American | |
| ☐ Other Multi-race (ONLY if, non-of-the-above categories identifies you). | |

4) **CERTIFICATION:**

I, _____, on _____ (Date), hereby acknowledge that qualification for assistance funded under the ESG program is based upon actual homelessness or Homelessness Prevention assistance under 42 U.S.C. § 11302 or 42 U.S.C. § 11374(a), respectively. If I am seeking Homelessness Prevention assistance, I further hereby certify that I have a qualifying family income, and the income level that I have certified to in this self-certification is current as of the date signed and may be subject to further verification by the ESG sub-recipient, the County of Riverside, or HUD. I hereby authorize such verification and will provide supporting documentation if requested.

Attachment IV

Project Name: _____

File No.: _____

**EMERGENCY SHELTER GRANT PROGRAM
HOMELESSNESS ELIGIBILITY CERTIFICATION**
Project Year _____

Please Print
Name: _____

Address
or Mailing Address: _____

City & State: _____ Zip _____

1) **CATEGORY:** I certify that [I am/ my family is] homeless under 42 U.S.C. § 11302 guidelines.

____ Homeless

or

____ Domestic Violence

2) **FAMILY SIZE** (check ONLY one): 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐

3) **ETHNICITY:** (Select ONLY one out of the Single-race or Multi-race categories).

Single race category

- | | |
|---|---|
| ☐ White | ☐ American Indian/Alaskan Native |
| ☐ Black/African American | ☐ Native Hawaiian/Other Pacific Islander |
| ☐ Asian | |

Multi-race category

- | | |
|--|--|
| ☐ American Indian/Alaskan Native & White | ☐ Asian & White |
| ☐ Black/African American & White | ☐ Hispanic/White |
| ☐ Hispanic/Black/African American | ☐ Hispanic/Asian |
| ☐ Hispanic/American Indian/Alaskan Native | ☐ Hispanic/Asian & White |
| ☐ Hispanic/Native Hawaiian/Other Pacific Islander | ☐ Hispanic/Black/African American & White |
| ☐ Hispanic/American Indian/Alaskan Native & White | |
| ☐ American Indian/Alaskan Native & Black/African American | |
| ☐ Hispanic/American Indian/Alaskan Native & Black/African American | |
| ☐ Other Multi-race (ONLY if, non-of-the-above categories identifies you). | |

4) **CERTIFICATION:**

I, _____ on _____ (Date), hereby acknowledge that qualification for assistance funded under the ESG program is based upon actual homelessness or Homelessness Prevention assistance under 42 U.S.C. § 11302 or 42 U.S.C. § 11374(a), respectively. If I am seeking Homelessness Prevention assistance, I further hereby certify that I have a qualifying family income, and the income level that I have certified to in this self-certification is current as of the date signed and may be subject to further verification by the ESG sub-recipient, the County of Riverside, or HUD. I hereby authorize such verification and will provide supporting documentation if requested.

Supporting Documentation Instructions

SUPPORTING DOCUMENTATION REQUIREMENTS

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

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

Riverside County Department of Housing and Workforce Solutions

Homeless Shelter Program

SHELTER:

The information contained herein is important to the continued funding of this program. It is an important source of information about the homeless. Please help us by obtaining complete information. THIS FORM or a COPY must be turned in with your request for reimbursement of this program expenses.

	First Name	Last Name	Signature	Date of Birth	Last 4 digits of Social Security Number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

Attachment IV

Project Name: _____ File No.: _____

**EMERGENCY SHELTER GRANT PROGRAM
HOMELESSNESS ELIGIBILITY CERTIFICATION**
Project Year _____

Please Print
Name: _____

Address
or Mailing Address: _____

City & State: _____ Zip _____

1) **CATEGORY:** I certify that [I am/ my family is] homeless under 42 U.S.C. § 11302 guidelines.

____ Homeless

or

____ Domestic Violence

2) **FAMILY SIZE** (check ONLY one): 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐

3) **ETHNICITY:** (Select ONLY one out of the Single-race or Multi-race categories).

Single race category

- | | |
|---|---|
| ☐ White | ☐ American Indian/Alaskan Native |
| ☐ Black/African American | ☐ Native Hawaiian/Other Pacific Islander |
| ☐ Asian | |

Multi-race category

- | | |
|--|--|
| ☐ American Indian/Alaskan Native & White | ☐ Asian & White |
| ☐ Black/African American & White | ☐ Hispanic/White |
| ☐ Hispanic/Black/African American | ☐ Hispanic/Asian |
| ☐ Hispanic/American Indian/Alaskan Native | ☐ Hispanic/Asian & White |
| ☐ Hispanic/Native Hawaiian/Other Pacific Islander | ☐ Hispanic/Black/African American & White |
| ☐ Hispanic/American Indian/Alaskan Native & White | |
| ☐ American Indian/Alaskan Native & Black/African American | |
| ☐ Hispanic/American Indian/Alaskan Native & Black/African American | |
| ☐ Other Multi-race (ONLY if, non-of-the-above categories identifies you). | |

4) **CERTIFICATION:**

I, _____ on _____ (Date), hereby acknowledge that qualification for assistance funded under the ESG program is based upon actual homelessness or Homelessness Prevention assistance under 42 U.S.C. § 11302 or 42 U.S.C. § 11374(a), respectively. If I am seeking Homelessness Prevention assistance, I further hereby certify that I have a qualifying family income, and the income level that I have certified to in this self-certification is current as of the date signed and may be subject to further verification by the ESG sub-recipient, the County of Riverside, or HUD. I hereby authorize such verification and will provide supporting documentation if requested.

Project Name: _____

File No.: _____

**EMERGENCY SHELTER GRANT PROGRAM
HOMELESSNESS ELIGIBILITY CERTIFICATION**
Project Year _____

Please Print
Name: _____Address
or Mailing Address: _____

City & State: _____ Zip _____

- 1) **CATEGORY:** I certify that I am/ my family is homeless under 42 U.S.C. § 11302 guidelines.
 ____ Homeless
 or
 ____ Domestic Violence

- 2) **FAMILY SIZE** (check ONLY one): 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐

- 3) **ETHNICITY:** (Select ONLY one out of the Single-race or Multi-race categories).

Single race category

- ☐ White ☐ American Indian/Alaskan Native
☐ Black/African American ☐ Native Hawaiian/Other Pacific Islander
☐ Asian

Multi-race category

- ☐ American Indian/Alaskan Native & White ☐ Asian & White
☐ Black/African American & White ☐ Hispanic/White
☐ Hispanic/Black/African American ☐ Hispanic/Asian
☐ Hispanic/American Indian/Alaskan Native ☐ Hispanic/Asian & White
☐ Hispanic/Native Hawaiian/Other Pacific Islander ☐ Hispanic/Black/African American & White
☐ Hispanic/American Indian/Alaskan Native & White
☐ American Indian/Alaskan Native & Black/African American
☐ Hispanic/American Indian/Alaskan Native & Black/African American
☐ Other Multi-race (ONLY if, non-of-the-above categories identifies you).

- 4) **CERTIFICATION:**

I, _____ on _____ (Date), hereby acknowledge that qualification for assistance funded under the ESG program is based upon actual homelessness or Homelessness Prevention assistance under 42 U.S.C. § 11302 or 42 U.S.C. § 11374(a), respectively. If I am seeking Homelessness Prevention assistance, I further hereby certify that I have a qualifying family income, and the income level that I have certified to in this self-certification is current as of the date signed and may be subject to further verification by the ESG sub-recipient, the County of Riverside, or HUD. I hereby authorize such verification and will provide supporting documentation if requested.

Attachment IV

Project Name: _____

File No.: _____

ESG Desk Guide Glossary

Homeless means as the term is defined in 42 U.S.C. 11302. "

- a. **IN GENERAL.** - For purposes of this Act, the term "homeless" or "homeless individual or homeless person" includes:

- (1) an individual who lacks a fixed, regular, and adequate nighttime residence; and
- (2) an individual who has a primary nighttime residence that is:

A) supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);

B) a institution that provides a temporary residence for individuals intended to be institutionalized; or

C) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodations for human beings.

- b. **INCOME ELIGIBILITY.** - (1) **IN GENERAL.** - A homeless individual shall be eligible for assistance under any program provided by this Act, only if the individual complies with the income eligibility requirements otherwise applicable to such program

- c. **EXCLUSION.** - For purposes of this Act, the term "homeless" or "homeless individuals" does not include any individual imprisoned or otherwise detained under an Act of the Congress or a State law." (42 U.S.C. 11302)

<http://www.hud.gov/offices/cpd/homeless/library/esg/esgdeskguide/glossary.cfm>

Attachment VII
HMIS Participating Agency Agreement



County of Riverside Continuum of Care Homeless Management Information System (HMIS)

Participation Agency Agreement

By signing this HMIS Agency Participation 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, and Workforce Solutions (HWS) ("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 64 ("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:

- A. 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 web page, 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 https://rivcohws.org/sites/g/files/aldnop131/files/users/user381/RivCo%20HMIS%20Privacy%20and%20Mandatory%20Collection%20Notice_10122022.pdf

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 https://rivcohws.org/sites/g/files/akdnop131/files/2023-05/county-of-riverside-coc-hmis-charter-rev-12-07-22_0.pdf

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:

- | | |
|---------------------------|--|
| 1. Name | 5. Ethnicity |
| 2. Social Security Number | 6. Gender |
| 3. Date of Birth | 7. Veteran Status |
| 4. Race | 8. Relationship to Head of Household |
| | 9. CoC Required Client Profile Data Fields |

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:

- | | |
|------------------------------|---|
| 1. Disabling Condition | 15. Mental Health Problem |
| 2. Project Start Date | 16. Substance Abuse |
| 3. Project Exit Date | 17. Domestic Violence |
| 4. Destination | 18. Contact |
| 5. Client Location | 19. Date of Engagement |
| 6. Housing Move-In Date | 20. Enrollment Details |
| 7. Living Situation | 21. Services/Assessments/Events |
| 8. Income and Sources | 22. Notes |
| 9. Non-Cash Benefits | 23. Files |
| 10. Health Insurance | 24. Location |
| 11. Physical Disability | 25. Enrollment History |
| 12. Developmental Disability | 26. CoC Required Enrollment Data Fields |
| 13. Chronic Health Condition | |
| 14. HIV/AIDS | |

7. Client Inspection/Correction:

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

8. Security:

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

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

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

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

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

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

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

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

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

9. Information Entry Standards:

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

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

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

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

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

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

11. Proprietary Rights of the HMIS:

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

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

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

12. 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/ Director	Signature	Date

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

Good Neighbor Community Policy

Purpose

The Continuum of Care (CoC) strongly recommends that projects 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 Departments
 - 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

2-1-1- Riverside County Community Services Directory, Agency Registration Form

Submitted/Updated by: _____	Date: _____
Approved by: _____	Date: _____
Entered by: _____	Date: _____
Reviewed by: _____	Date: _____



Riverside County Community Services Directory
AGENCY INFORMATION FORM

Information on this form should pertain to the agency only.
Please use the Program Information form to add or change program details.

Agency Name: _____

List Aliases/ known abbreviations/ other names: _____

Physical Address: _____

City: _____ State: _____ Zip code: _____

Confidential location: ☐ Yes ☐ No

Handicap accessible? ☐ Yes ☐ No

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Main Phone: _____ Alternative Phone: _____

Fax: _____ TDD/TTY: _____

Hotline: _____ Other: _____

Website: _____

E-mail: _____

Legal Status

- | | | | |
|--|--|---------------------------------------|---|
| ☐ Private, non-profit | ☐ Public-County | ☐ Public-State | ☐ Public-Federal |
| ☐ Faith Based | ☐ For Profit | ☐ Other _____ | |

Tax Classification:

Year of Incorporation: _____

Office Days and Hours: _____

Eligibility/ Target Population: _____

Agency Description: _____

Languages spoken other than English: _____

Agency Information
Page 1 of 2
Please complete both pages

Fees

- ☐ No Cost ☐ Low Cost ☐ Sliding Fee ☐ Donation
☐ Vary ☐ Other _____

Method of Payment

- ☐ Medi-Cal ☐ Cash ☐ Credit Cards ☐ Personal Check

Personnel

Agency Director: _____ Title: _____

Phone: _____ Email: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Any additional information you would like us to be aware of?

Submitted by: _____

Phone: _____

Date : _____



Volunteer Center of Riverside

Please enclose your brochure and return to
 2-1-1 Riverside County
 P.O. Box 5376
 Riverside, CA 92517-5376
 Phone: (800) 464-1123
 or (951) 686-4402 Ext. 751
 Fax: (951) 686-7417

Agency Information
 Page 2 of 2
 Please complete both pages

2-1-1- Riverside County Community Services Directory, Program Registration Form

Submitted/Updated by: _____	Date: _____
Approved by: _____	Date: _____
Entered by: _____	Date: _____
Reviewed by: _____	Date: _____



Riverside County Community Services Directory
PROGRAM INFORMATION FORM

This form is to submit the program's details, additions or changes.
Please submit a separate form for each program.
Additional copies can be made of this form as needed.

Agency Name: _____

Program Name: _____

List Aliases/ known abbreviations/ other names: _____

Program Physical Address: _____

City: _____ State: _____ Zip code: _____

Confidential location: ☐ Yes ☐ No

Handicap accessible? ☐ Yes ☐ No

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Program Phone: _____ Alternative Phone: _____

Fax: _____ TDD/TYY: _____

Hotline: _____ Other: _____

Website: _____

E-mail: _____

Program Days and Hours: _____

Program Description: _____

Eligibility/Target Population: _____

Program Information
Page 1 of 2
Please complete both pages

Intake/Application Procedure:

- ☐ Phone ☐ Appointment required ☐ Walk-in ☐ Referral needed
☐ Mail ☐ Other _____

Documents Required: _____

Areas Served: (Please indicate specific areas program services)

Regions

- ☐ All Riverside County ☐ West County ☐ Central County ☐ Southwest County
☐ East County ☐ Coachella Valley ☐ Other

Cities: _____

Zip Codes: _____

Fees:

- ☐ No Cost ☐ Low Cost ☐ Sliding Fee ☐ Donation
☐ Vary ☐ Other _____

Method of Payment

- ☐ Medi-Cal ☐ Cash ☐ Credit Cards ☐ Personal Check

Languages spoken other than English: _____

Personnel

Program Director: _____ Title: _____

Phone: _____ Email: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Any additional information you would like us to be aware of?

Submitted by: _____

Phone: _____

Date: _____



Please enclose your brochure and return to
 2-1-1 Riverside County
 P.O. Box 5376
 Riverside, CA 92517-5376
 Phone: (800) 464-1123
 or (951) 686-4402 Ext. 160
 Fax: (951) 686-7417

Program Information
 Page 2 of 2
 Please complete both pages

