

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

and

The City of Corona

Santa Ana River Bottom (SARB) Response

HWS-0004684



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



TABLE OF CONTENTS

1. DEFINITIONS 3

2. DESCRIPTION OF SERVICES 4

3. PERIOD OF PERFORMANCE 4

4. COMPENSATION 4

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS 4

6. TERMINATION FOR CONVENIENCE 4

7. TERMINATION FOR CAUSE..... 4

8. REQUEST FOR WAIVER AND WAIVER OF BREACH 5

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL 6

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST 6

11. RECORDS, INSPECTIONS, AND AUDITS..... 6

12. CONFIDENTIALITY 7

13. HOLD HARMLESS/INDEMNIFICATION 8

14. INSURANCE 8

15. WORKER’S COMPENSATION..... 9

16. VEHICLE LIABILITY 10

17. COMMERCIAL GENERAL LIABILITY 10

18. INDEPENDENT SUBRECIPIENT 10

19. PROFESSIONAL LIABILITY 11

20. USE BY POLITICAL ENTITIES 11

21. LICENSES AND PERMITS 11

22. NO DEBARMENT OR SUSPENSION 11

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES 11

24. CORE COMPONENT OF HOUSING FIRST 12

25. INSPECTION 12

26. EMPLOYMENT PRACTICES..... 12

27. CHILD SUPPORT COMPLIANCE ACT..... 12

28. DRUG FREE WORKPLACE CERTIFICATION..... 13

29. PERSONNEL..... 13

30. LOBBYING..... 14

31. ADVERSE GOVERNMENT ACTION 14

32. SUBCONTRACTS 15

32. SUPPLANTATION 15

33. ASSIGNMENT 15

34. FORCE MAJEURE 16

35. GOVERNING LAW 16

36. DISPUTES 16

37. ADMINISTRATIVE/CONTRACT LIAISON..... 16

38. CIVIL RIGHTS COMPLIANCE 16

39. NOTICES 17

40. SIGNED IN COUNTERPARTS..... 18

41. ELECTRONIC SIGNATURES..... 18

42. MODIFICATION OF TERMS..... 18

43. ENTIRE AGREEMENT 18

List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

Attachment I – Assurance of Compliance

Attachment II – Form 2076A

Attachment III – Supporting Documentation

Attachment IV – Time and Activity Report

Attachment V – HWS Administrative Handbook

Attachment VI - Standard Agreement 22-ERF-2-L-10005

This Agreement is made and entered into ___by and between The City of Corona, a California municipal corporation (herein referred to as "SUBRECIPIENT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Housing and Workforce Solutions (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "BCHS" refers to State of California, Business Consumer Services and Housing Agency.
- B. "Bed Night" refers to one bed per Client per night.
- C. "Case Management Services" refers to all of the following various categories of services:
- Mental Health
 - Substance Abuse
 - Housing
 - Employment
 - Children
 - Intake & Assessment
- D. "CES" refers to the Coordinated Entry System in the County of Riverside.
- E. "CoC" refers to the Riverside County Continuum of Care.
- F. "COUNTY" and/or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- G. "Critical Incident" refers to any event that jeopardizes the safety of Participants, staff or facilities. Events may include, but are not limited to, physical altercations, fires, mandated reportable events (e.g. child abuse), etc.
- H. "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.
- I. "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.
- J. "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.
- K. "HMIS" refers to the Riverside County Homeless Management Information System.
- L. "Homeless" refers to homeless as defined in 24 CFR 576.2.
- M. "Participant(s)" refers to an individual(s) or family(ies) who is assisted under the Program.
- N. "Permanent Housing" refers to permanent housing and permanent supportive housing as

defined in 24 CFR 578.3.

- O. "Program" refers to the Encampment Resolution Funding Program established pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code.
- P. "Project" refers to Santa Ana River Bottom Response in the City of Corona as outlined in the Encampment Resolution Funding scope of work and budget the City of Corona, as Subrecipient, and City Net, as Subcontractor, submitted to HWS in December 2021.
- Q. "Subrecipient" refers to the City of Corona 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 SUBRECIPIENT or another SUBCONTRACTOR

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services as outlined and specified in Schedule B, Scope of Services, Attachment I – Assurance of Compliance, Attachment II – Form 2076A, Attachment III Supporting Documentation Instructions, Attachment IV Time and Activity Report, V HWS Administrative Handbook, VI Standard Agreement 22-ERF-2-L-10005 all of which are attached hereto and incorporated herein as referenced.

3. PERIOD OF PERFORMANCE

This Agreement shall commence on February 1, 2023 ("Effective Date") and continue through September 30, 2025, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

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

6. TERMINATION FOR CONVENIENCE

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

receipt of the notice of termination, SUBRECIPIENT shall:

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

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

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

7. TERMINATION FOR CAUSE

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

- (1) SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement;
- (2) Use of, or permitting the use of 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 BCHS's expenditure authority.

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

- (1) Bar the SUBRECIPIENT from applying for future funds;
- (2) Revoke any other existing award(s) to the SUBRECIPIENT;
- (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, SUBRECIPIENT shall:

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

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

8. REQUEST FOR WAIVER AND WAIVER OF BREACH

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

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

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

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

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

11. RECORDS, INSPECTIONS, AND AUDITS

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

12. CONFIDENTIALITY

- A. SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"), unless

disclosure is otherwise required pursuant to applicable law or court order. 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 SUBRECIPIENTS, subcontractors or suppliers in advance of official announcement.

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

13. HOLD HARMLESS/INDEMNIFICATION

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

- D. The specified insurance limits required in this Agreement shall in no way limit or circumscribe SUBRECIPIENT's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

14. INSURANCE

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

- F. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services, or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the SUBRECIPIENT has become inadequate.
- G. SUBRECIPIENT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to COUNTY.
- I. SUBRECIPIENT agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. WORKER'S COMPENSATION

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

16. VEHICLE LIABILITY

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

17. COMMERCIAL GENERAL LIABILITY

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

18. INDEPENDENT SUBRECIPIENT

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

COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that SUBRECIPIENT in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

19. PROFESSIONAL LIABILITY

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

20. USE BY POLITICAL ENTITIES

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

21. LICENSES AND PERMITS

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

22. NO DEBARMENT OR SUSPENSION

A. SUBRECIPIENT is not eligible to receive grant funds if SUBRECIPIENT is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

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

23. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and directives which impose duties and regulations upon COUNTY as though made with SUBRECIPIENT directly that pertain to construction, health and safety, labor, fair

employment practices, environmental protection, equal opportunity, fair housing, federal, state, and local housing and building codes and any applicable COUNTY policies and procedures, including but not limited to:

- a. County of Riverside Continuum of Care Written Standards: <https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CoC%20Written%20Standards%20amended%2081720%20S%26E%20FINAL.pdf>
- b. County of Riverside Continuum of Care Board of Governance Charter: https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/CoC%20Charter%20-%20Amended%202-24-2021_1.pdf
- c. County of Riverside Continuum of Care Homeless Management Information System (HMIS) Charter: <https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

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

- 24. CORE COMPONENTS OF HOUSING FIRST
SUBRECIPIENT shall ensure that any housing-related activities funded with Encampment Resolution Funding funds must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).
- 25. 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. SUBRECIPIENT shall correct all work that is determined based on such inspections not to conform to the applicable requirements and COUNTY shall withhold payments to the SUBRECIPIENT until it is corrected.
- 26. EMPLOYMENT PRACTICES
 - A. SUBRECIPIENT shall comply with all federal and state statutes and regulations in the hiring of its employees.
 - B. SUBRECIPIENT shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement and, if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).
 - C. In the provision of benefits, SUBRECIPIENT shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section, “domestic partner” means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.
 - D. By signing this Agreement or accepting funds under this Agreement, SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment

Opportunity,” as amended by Department of Labor regulations (41 CFR Chapter 60).

27. CHILD SUPPORT COMPLIANCE ACT

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

28. DRUG FREE WORKPLACE CERTIFICATION

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

- (1) Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355 (a)(1).
- (2) Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. SUBRECIPIENT’s policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance programs; and,
 - d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- (3) Provide as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
 - a. Will receive a copy of SUBRECIPIENT’S drug-free policy statement; and,
 - b. Will agree to abide by terms of SUBRECIPIENT’S condition of employment or Subcontract.

29. PERSONNEL

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

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

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

C. Background Checks

SUBRECIPIENT shall conduct criminal background record checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Participants, SUBRECIPIENT shall have received a criminal record from the State of California Department of Justice (DOJ). A signed certification of such criminal record and, as appropriate, a signed justification and clearance from SUBRECIPIENT 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 section 12952.

30. LOBBYING

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the underlying federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. SUBRECIPIENT shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this Agreement and that all SUBRECIPIENT's subcontractors shall certify and disclose accordingly.

31. ADVERSE GOVERNMENT ACTION

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

32. SUBCONTRACTS

A. No contract shall be made by the SUBRECIPIENT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY and BCSH. A subcontractor is not eligible to furnish any of the work or services under this Agreement, and is not eligible to receive grant funds, if the subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible SUBRECIPIENTS.

B. SUBRECIPIENT shall not propose to enter into any subcontract with any subcontractor who:

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

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

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

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

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

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

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

33. SUPPLANTATION

SUBRECIPIENT shall not supplant any federal, state or COUNTY funds intended for the purpose of this Agreement with any funds made available under any other agreement. SUBRECIPIENT shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. SUBRECIPIENT agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of

obtaining state funds under any state program or COUNTY funds under any COUNTY programs without prior approval of COUNTY.

34. ASSIGNMENT

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

35. FORCE MAJEURE

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

36. GOVERNING LAW

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

37. DISPUTES

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

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

38. ADMINISTRATIVE/CONTRACT LIAISON

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

39. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

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

B. Participant Complaints

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

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

Civil Rights Complaints should be referred to:

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

C. Services, Benefits and Facilities

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

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

D. Cultural Competency

SUBRECIPIENT shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between 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

SUBRECIPIENT:

The City of Corona
400 S. Vincentia Ave.
Corona, CA 92878-0940

41. SIGNED IN COUNTERPARTS

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

42. ELECTRONIC SIGNATURES

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

43. MODIFICATION OF TERMS

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

44. ENTIRE AGREEMENT

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

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

Authorized Signature for SUBRECIPIENT:	Authorized Signature for COUNTY:
Printed Name of Person Signing: Jacob Ellis	Printed Name of Person Signing: Heidi Marshall
Title: City Manager	Title: Director
Date Signed:	Date Signed:

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by COUNTY for an amount not to exceed \$1,071,434.10. Said funds shall be spent according to the Budget shown below.

BUDGET CATEGORY	Total
1) Direct Staff Cost	\$183,988.48
2) Other Direct Cost	\$693,567.80
3) Indirect Cost	\$43,877.82
4) Encampment Clean Up	\$150,000.00
Total	\$1,071,434.10

- The table above may be changed (without changing the total amount) with written approval from HWS.
 - Updated budget and spending milestone table for the subsequent terms with the total amounts awarded will be provided by HWS when available.
 - Subrecipient must meet the prorated monthly spending milestones in each line item in the table above and submit the Fiscal Performance in the Monthly Performance Report by the 10th business day of the following month (Note: Monthly spending milestones are the amounts of the budget line items divided by the number of months in the Period of Performance).
- b. SUBRECIPIENT will be paid the actual amount of each monthly invoice for payment. If the required supporting documentation is not provided, COUNTY may delay payment until the information is received by COUNTY.
- c. SUBRECIPIENT shall submit claim in accordance with the HWS Administrative Handbook attached hereto as Attachment VI and incorporated herein by this reference.
- d. SUBRECIPIENT shall be reimbursed for eligible costs only. SUBRECIPIENT shall submit claims for reimbursement of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- e. With each claim for reimbursement of eligible costs, SUBRECIPIENT shall submit:
1. Form 2076A of which are attached hereto as Attachment II and incorporated herein by this reference;
 2. The required supporting documentation set forth in Attachment III, 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.
- f. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

g. All Program funds shall be expended by the termination date of this Agreement.

A.3 WITHHELD PAYMENTS

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

A.4 DISALLOWANCE

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

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

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

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

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

A.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 **May 31, 2025**.

B.1 GENERAL REQUIREMENTS

Schedule B Scope of Services

SUBRECIPIENT agrees that it is aware of, and shall comply with, all applicable conditions of Standard Agreement No. 22-ERF-2-L-10005 between BCSH and COUNTY, and applicable State of California requirements governing the use of Encampment Resolution Funding Funds, and shall cooperate with COUNTY in fulfilling its obligations thereunder. In addition, SUBRECIPIENT shall:

- a. Be responsible for the overall administration of the Project, including overseeing all subcontractors, Participant services, case management, medical care, social services support, and legal support. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- b. 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. SUBRECIPIENT shall be responsible for meeting the requirements included in the HWS Administrative Handbook (Attachment V), the Housing Workforce Solutions Grant Agreement between BCHS and COUNTY (Attachment VI). SUBRECIPIENT shall use the most current version of Attachment V. Any subsequent changes to Attachment V issued by HWS shall automatically be incorporated and serve as Attachment V to this Agreement. In the event any provisions of the attachments conflict with each other or this Agreement, the order of precedence shall be as follows: (1) Housing Workforce Solutions Grant Agreement between BCHS and COUNTY, (2) this Agreement, and (3) HWS Administrative Handbook.
- d. Agree to participate in the HMIS.
 1. HMIS security policies and procedures, and entering required Participant data on a regular and timely basis.
 2. COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.
 3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website: <https://rivcohps.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
 4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: [County](#)

[of Riverside CoC HMIS Participating Agency Agreement Revised 9-10-2020 \(1\).pdf \(rivcohhpws.org\)](#).

- B.2 The City of Corona will expand its existing system of collaborative homeless services by adding 2 additional case managers to provide outreach, engagement, wrap around services, intense case management and a solid plan for housing navigation and permanent housing placements. In addition, contractor will expand their low barrier motel shelter program to provide eight (8) additional rooms per night. SUBRECIPIENT will add rapid rehousing program to provide housing placements for 15 people. To facilitate successful shelter and permanent housing placements, the contractor has included innovative strategies with budget line items for client storage, landlord incentives, transportation and meal support, move-in cost and other miscellaneous client services to facilitate contractors "Whatever It Takes" strategy to help our chronically homeless SAR neighbors break the cycle homelessness through crisis stabilization and permanent housing.

The City of Corona currently collaborates with a number of public and private agencies to provide a wide variety of supportive services, shelter, and housing for our encampment residents. SUBRECIPIENT will build on this collaborative infrastructure so that we can expand the coordination of public health, mental health and substance abuse treatment services through County of Riverside departments Riverside University Health System and Centro Medico Community Clinic; workforce development services through Housing and Workforce Solutions and City Net, and animal control services through Animal Control Services. SUBRECIPIENT plans to continue data collection by using County of Riverside Homeless Management Information System (HMIS) and County of Riverside Coordinated Entry System (CES). To ensure that clients that are high risk are prioritized, contractor will continue to use County of Riverside Vulnerability Index and Service Prioritization Decision Assessment Tool (VI-SDAT) as part of data entry into the CES system. The City of Corona's nonprofit partner, City Net, will enter all data into HMIS, CES as well as VI- SPDAT surveys

B.3 REPORTING

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

ASSURANCE OF COMPLIANCE WITH

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

The City of Corona
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 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

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

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

Date

City Manager

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

CR50-Vendor Assurance of
Compliance Attachment II

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 <small>List each line item as outlined in Contract budget</small>	Current Expenditures

\$0.00

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

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

Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

Amount Authorized

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

Program Date

Fiscal Date

ATTACHMENT III
Supporting Documentation Instructions

SUPPORTING DOCUMENTATION

The general rule for supporting documentation is that for any program cost that is to be reimbursed (or used as match), provide the invoice which documents that a cost was incurred, and a receipt, or a copy of a check, a check stub, or copy of bank statement to substantiate the amount paid. Supporting documentation must be **legible, clear, and organized**. The COUNTY must be able to tie your request to the amounts claimed after each line item on the Claim Form. Costs can only be reimbursed if they have been included in the original Technical Submission/Application.

Documentation for like line items should be clipped together and identified with a summary sheet or label identifying the Line Item Number or the Activity as listed on the Claim Form. A spreadsheet itemizing the expenses, or at a minimum, an adding machine tape showing the expenses with a matching amount on the claim form is helpful. The clearer the information is that you provide, the quicker we will be able to process the claim.

The Fiscal Management Reporting Unit reviews each claim for expenses that are:
Allowable Allocable Reasonable

CLAIM DOCUMENTATION REQUIRED BY THE COUNTY

RAPID REHOUSING / EMERGENCY SHELTER

- Lease agreement - Must be submitted at time of client entry into the program and each time a lease expires or changes.)
- Invoice or documentation of rent amount and due date
- Proof of payment (receipt and cancelled check or check stub)

STAFF (Street Outreach, Rapid Rehousing, Emergency Shelter, HMIS & Admin)

- Program Individual Staff Breakdown form
- Time Sheet
- Time and Activity Report
- Pay Stub or Payroll Report

EXPENSES (Street Outreach, Rapid Rehousing, Emergency Shelter, HMIS & Admin)

- Invoice or receipt that is dated and has a detailed explanation of charges.
- Proof of payment (cancelled check or check stub)

HUD EMERGENCY SOLUTION GRANT TIME/ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL		
RAPID REHOUSING STAFF																																		
Case Mgmt																																		0.00
Housing																																		0.00
Total RRH																																		0.00
HOMELESS PREVENTION SERVICES STAFF																																		
Case Mgmt																																		0.00
Housing																																		0.00
Total HPS																																		0.00
ADMIN STAFF																																		
Admin																																		0.00
Total ADMIN																																		0.00
Non-Project																																		0.00
Total Non-Project																																		0.00
Vacation																																		0.00
Sick																																		0.00
Holiday																																		0.00
Other Paid Time Off																																		0.00
Total Fringe																																		0.00
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		

Total Hours	0.00
Total Fringe Hrs	0.00
Difference	0.00
Actual Hrs - RRH	0.00
Actual Hrs - HPS	0.00
Actual Hrs - ADMIN	0.00
Non-Project Hours	0.00

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

Employee Signature

Date

Supervisor Signature

Date

HWS-0004684

Attachment V

HWS ADMINISTRATIVE HANDBOOK



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

ADMINISTRATIVE HANDBOOK

HWS - CONTINUUM OF CARE (CoC)

**ENCAMPMENT RESOLUTION FUNDING PROGRAM
ROUND 2, Lookback Disbursement (ERF-2L)**



Issue Date: 12/28/2022

**HWS CoC ERF-2L
TABLE OF CONTENTS**

Topic	Page
Introduction	4
Contacts	4
Glossary	5
A. Fiscal Components	6
1. Claims	6
2. Claim Forms	6
3. Time/Activity Reports	6
4. Reimbursements/Disbursement of Funds	6 – 7
5 Supporting Documentation	7 – 9
6 Interest	10
7. Capital Purchases	10
8. Procurement Standards	10
9. Use Restriction Covenant	10
11. Budget Modifications	10 - 11
13. Subcontracts	11
B. Inspection and Audits	11
C. Withheld Payments	12
D. Fiscal Accountability	12
E. Availability of Funding	12
F. Reprogramming of EFR Funds	13
G. Reporting	13
H. Recordkeeping Requirements	13 - 15
I. Assessment and Monitoring	15 – 17
J. Breach and Remedies	17
K. Housing Quality Standards	17 – 18
L. Lease Agreement	18
M. Rent Reasonableness	19
N. Compliance With Federal Laws	19
O. Housing First	19 – 20
P. Environmental Requirements	20 – 24
Q. Termination of Assistance to Program Participants	25
R. Project Renewals	25
S. Criminal Background	25

State Program Reference Guide	26
---	----

ATTACHMENTS

Exhibit A - 2076A (Contractor Payment Request)	27
Exhibit B – Time/Activity Report	28
Exhibit D - HUD 52580 HQS Inspection Checklist	29 - 37
Exhibit E – Individual and Family VI-SPDAT Version 2	38 – 70

INTRODUCTION

This handbook provides project administration guidelines and financial reporting requirements for Subrecipients under contract with Riverside County Department of Housing, Homelessness Prevention and Workforce Solutions (HWS CoC) to operate the Encampment Resolution Funding Program (ERF-2-L). This handbook does not supersede any law, regulation, or policy issued by the State of California with regard to this program.

The State of California has established the Encampment Resolution Funding Program (“ERF” or “Program”) pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness (Cal ICH) in the Business, Consumer Services and Housing Agency (“Agency”). ERF provides one-time, competitive grant funds to continuums of care and / or local jurisdictions as defined below. HWS CoC, as the Grantee, partners with government and non-profit organizations through a contract to provide housing and supportive services to individuals and families experiencing homelessness within Riverside County. This handbook is intended to outline the HWS CoC policies and procedures as well as provide the appropriate state and federal codes and regulations for the ERF program to ensure compliance.

HWS CoC CONTACTS

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

<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HHPWS%20CoC%20Roster%20-%20For%20Partners%2011-2021.pdf>

<https://rivcohhpws.org/continuum-care-division>

Please reach out to the appropriate CoC contact:

CoC Programs:

Raushanah Walkers, RWalker@rivco.org

CoC Contract:

Catalina Guitron, cguitron@rivco.org

CoC HMIS:

Gordon Kuang, GKuang@rivco.org

CoC Fiscal:

Carlos Guerra, Caguerra@rivco.org

GLOSSARY

AE – Administrative Entity is the CoC’s designated agency to receive and administer State of California grant funds.

APR – Annual Performance Report

BCSH – State of California Business, Consumer Services and Housing Agency

CPA – Certified Public Accountant

CES – Coordinated Entry System

CoC – Continuum of Care

ERF – Encampment Resolution Funding

HWS – Housing and Workforce Solutions

HMIS – Homeless Management Information System

HQS – Housing Quality Standards

MOU – Memorandum of Understanding

NOFA – Notice of Funding Availability

Recipient - the entity that receives the grant award. A recipient may choose to subgrant part or all of the ERF Program grant to one or more subrecipients to operate the project, or the recipient may operate the project directly.

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

A. FISCAL COMPONENTS

The County of Riverside recognizes governmental Generally Accepted Accounting Principles (GAAP), as codified by the Governmental Accounting Standards Board (GASB), as the highest-ranking set of standards applicable to the County's accounting practices. These standards take highest precedence over all other standards, laws, and regulations.

1. CLAIMS

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

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

2. CLAIM FORMS

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

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

3. TIME/ACTIVITY REPORTS

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

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

4. REIMBURSEMENTS/DISBURSEMENT OF FUNDS

Generally, reimbursement payments are sent within forty-five (45) days after receipt of a claim. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed, and will not be paid to the Subrecipient.

The most common causes for a delay in reimbursements:

- Lack of documentation
- Incomplete documentation
- Unclear documentation

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

Any reimbursements that are made and are found later to be ineligible must be repaid by the Subrecipient upon request.

5. SUPPORTING DOCUMENTATION

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

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

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

Any costs that are unusually large or are otherwise unusual in nature should include a justification for the purpose of the cost and its relation to the program and to the particular budget category or activity that it is being claimed in.

Fiscal staff reviews each claim for expenses that are:

- Allowable
- Allocable
- Reasonable

GENERAL GUIDELINES AND CLAIM DOCUMENTATION REQUIRED BY HWS

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

NOTE: Expenses for vacant staff positions are only eligible for 90 days. EX: Cell phone, tablet, internet, etc.

6. INTEREST

All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Cal ICH.

7. CAPITAL PURCHASES

Capital expenditures are allowable, provided that items with a unit cost of \$5,000 or more have the prior written approval of HWS *before the item is purchased*. HWS will require proof that due diligence was achieved on the part of the subrecipient to ensure that the purchase is ***reasonable and necessary*** for the direct provision of homeless services and was made using the federal procurement standards referenced in 2 CFR §200.318, §200.319, and §200.320.

8. PROCUREMENT STANDARDS

Agencies must follow the federal procurement standards found in 2 CFR

§200.318, §200.319, and §200.320.

9. INELIGIBLE COSTS

Encampment Resolution funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health and Safety Code (HSC) Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the Request for Applications (“RFA”) under which the Grantee applied, representations contained in the Grantee’s application, and the Purpose of the Program.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of Encampment Resolution fund expenditures.

10. BUDGET MODIFICATIONS

After the effective date of this Agreement, no changes to program budget, funded homeless service providers, or eligible activities shall be made without prior, written approval from HWS.

Any changes to this Agreement must be made in writing and approved by HWS prior to

implementing the change.

11. SUBCONTRACTS

Subrecipient must provide a copy of any subcontract or MOU's for any services that will be provided under this grant prior to those services being provided.

B. INSPECTION AND AUDITS

- The Subrecipient shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement (refer to Recordkeeping Requirements).
- HWS Authorized representatives and the state government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right, upon request, to inspect or otherwise evaluate the work performed under this Agreement and the premises in which it is being performed.
- This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for five (5) years after final payment was made, or until all pending county and state audits are completed, whichever is later.
- Should the Subrecipient disagree with any audit conducted by HWS, the Subrecipient shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with HWS a certified financial and compliance audit (in compliance with generally accepted government auditing standards) of related services provided during the term of this Agreement. The Subrecipient will not be reimbursed by HWS for such an audit.
- In the event the Subrecipient does not make available its books and financial records at the location where they are normally maintained, the Subrecipient agrees to pay all necessary and reasonable expenses, including legal fees, incurred by HWS in conducting any audit.
- All Agreement deliverables and equipment furnished or utilized in the performance of this Agreement shall be subject to inspection by HWS at all times during the term of this Agreement. The Subrecipient shall provide adequate cooperation to any employee assigned by HWS in order to permit their determination of the Subrecipient's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

C. WITHHELD PAYMENTS

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

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

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

D. FISCAL ACCOUNTABILITY

The Subrecipient agrees to manage funds received through HWS in accordance with sound accounting policies, incur and claim only eligible costs for reimbursement, and adhere to Generally Accepted Accounting Principles (GAAP).

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

E. AVAILABILITY OF FUNDING

Funding for this Agreement is subject to the continuing availability of funds provided to HWS during the Agreement period. HWS will inform the Subrecipient, immediately upon notice from the State, of any limitation of the availability of funds.

Both parties understand that HWS makes no commitment to fund this project beyond the term of this Agreement.

F. REPROGRAMMING OF ERF FUNDS

While all subrecipients are expected to fully spend all awarded funds and meet all program and fiscal requirements per executed subrecipient agreements, BCSH allows for the COUNTY as the Administrative Entity to reprogram funds under the HHAP program from one eligible activity and/or jurisdiction to another after the application is approved and funds are disbursed. The COUNTY under the direction of the Board of Governance and with the approval of BCSH reserves the right to reprogram funds as needed after awards are announced to ensure funding spending goals and program compliance under Health and Safety Code Section 50220.

G. REPORTING

Reporting due dates are determined by a project's operating start date. Please note that different programs have different operating start dates.

- Additional reports may be requested at any time by HWS and/or BCSH to meet other applicable reporting or audit requirements, as well as evaluating project performance.

H. RECORDKEEPING REQUIREMENTS

The Subrecipients must establish and maintain standard operating procedures to ensure that program funds are used in accordance with the recordkeeping requirements and must establish and maintain sufficient records to enable HWS to determine whether the Subrecipient is meeting the state's requirements.

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

As part of the Chronically Homeless definition, evidence that the individual is a homeless individual with a disability must include documentation, at intake, of the evidence relied upon to establish and verify the disability of the person applying for homeless assistance. Acceptable evidence of the disability includes written verification of the disability from a *professional licensed by the state* to diagnose and treat the disability and his or her certification that the

disability is expected to be long-continuing or of indefinite duration and substantially impedes

the individual's ability to live independently; written verification from the Social Security Administration; the receipt of a disability check (e.g., Social Security Disability Insurance check or Veteran Disability Compensation); intake staff-recorded observation of disability that, no later than 45 days' from the application for assistance, is confirmed and accompanied by the required evidence.

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

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

- Program participant records. In addition to evidence of homeless or chronically homeless status, as applicable, the Subrecipient must keep records for each program participant by documenting the following:
 - **Coordinated Entry System**. State funded projects are required to coordinate and participate in the local Coordinated Entry System (CES). State funded projects are required to receive and service referrals from the CES. Subrecipients must retain evidence of the referral received from Coordinated Entry System and/or Home Connect that initiated the program assistance.
 - Service providers funded under the State programs are required to prioritize assistance utilizing the County of Riverside's designated, universal assessment tool, the Vulnerability Index- Service Prioritization Decision Assistance Tool (VI-SPDAT), Exhibit F of this Handbook.
 - Locally, the CES is integrated into the County's HMIS system and requires service providers to enter into an HMIS Service Partnership agreement and obtain HMIS User Accounts for staff contributing client-level data into the HMIS system.

Services provided.

The Program funds local demonstration projects that feature data-informed, innovative service delivery models and cross systems collaborations that support individuals experiencing homelessness in encampments towards a meaningful path to safe and stable housing through non-punitive, low-barrier, person-centered, Housing First approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255, must serve a specific encampment site, and be designed to

achieve sustainable outcomes for both recipients of services and the encampment site to be resolved.

All services, financial assistance and type of supportive services provided to the program participant, including evidence that the Subrecipient has conducted an *annual assessment* of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in § 578.37(a)(1)(ii)(F). Where applicable, compliance with the termination of assistance requirement in § 578.91.

Annual income. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Subrecipient must keep the documentation of annual income and the calculation completed by the Subrecipient; and source documents (e.g., most **recent wage** statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation; to the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the Subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or to the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

Income of program participants must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a).

- **Calculation of occupancy charges.** The Subrecipient must retain evidence of compliance with the § 578.77, Calculating occupancy charges and rent, if occupancy charges are imposed.
- **Utility allowance.** For all utility allowance calculations, Subrecipients must utilize the most current utility allowance charts provided by the Housing Authority of the County of Riverside (Exhibit E).
- **Housing standards.** The Subrecipient must retain documentation of compliance with the housing standards in § 578.75(b), including inspection reports.
- **Occupancy agreements and leases.** Subrecipient must retain all signed occupancy agreements or leases for program participants residing in housing.

I. ASSESSMENT AND MONITORING

HWS is the AE and recipient of the state grant funds. As such, HWS is responsible for ensuring that the funds provided to the Subrecipient are utilized according to state law and policy, the

goals established in the Project Application, and the Contract requirements are being met. To

ensure compliance with state laws and all applicable policies, HWS will conduct on-site program, financial, and contract compliance monitoring visits at least once during the grant period.

Monitoring will be conducted by the monitoring team consisting of representatives from the HWS CoC Division including Programs, Fiscal, HMIS and Contracts Units. The purpose of monitoring is to assess how well the Subrecipient is implementing its grant and/or to offer technical assistance.

In preparation for monitoring, the monitoring team will contact the Subrecipient to arrange a mutually convenient date for the visit, explain the purpose of the monitoring visit, and provide an advance copy of the monitoring tool.

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

HWS will prepare a Monitoring Report for the review no later than thirty (30) days after the visit. The Subrecipient will be given, if appropriate, thirty (30) days to respond to the report, including submission of a corrective action plan to address concerns/findings.

Subrecipients agree to facilitate and be subject to monitoring grant activities by HWS to ensure compliance with applicable State laws, regulations, and requirements. In addition, the projects will be evaluated for state performance measures outcomes. The monitoring must cover each program, function, or activity:

1. Monitoring of the homeless service provider shall occur whenever deemed necessary by HWS, but at least once during the grant period.
2. HWS will monitor the performance of the Subrecipient based on a risk assessment and according to the terms of this Agreement.
3. HWS will monitor the Subrecipient and funded project based on the performance measures used by State and indicated in the funding sources' Standard Agreement. In the event that project- level or system-wide performance consistently remains in the lowest quartile compared to all participant Service Areas in the Continuum of Care allocation, HWS will work collaboratively with the Subrecipient to develop performance improvement plans which will be incorporated into this Agreement.
4. If it is determined that a Subrecipient falsified any certification, application and/or

client information, financial, or contract report, the Subrecipient shall be required to reimburse the full amount of the ERF award to HWS and may be prohibited from any further participation in the CoC Program. HWS may impose any other actions permitted by the State.

J. BREACH AND REMEDIES

Subrecipients' failure to comply with the terms of their contract will result in a breach of this Agreement.

The following shall each constitute a breach of this Agreement:

- Subrecipient's failure to comply with the terms or conditions of this Agreement.
- Use of, or permitting the use of, ERF funds provided under this Agreement for any ineligible activities.
- Any failure to comply with the deadlines set forth in this Agreement.

K. HOUSING QUALITY STANDARDS

Subrecipients of state funding must abide by Housing Quality Standards (HQS) and suitable dwelling size required under 24 CFR 982.401 and § 578.75(b). In addition, Subrecipients must provide housing or services that comply with all applicable State and local housing codes, licensing requirements, and any other requirements in the project's jurisdiction.

Subrecipients, prior to providing assistance on behalf of a program participant, must physically inspect each unit to assure that the unit meets housing quality standards. This requirement is designed to ensure that program participants are placed in housing that is decent, safe, and sanitary, and suitable for living.

This applies to tenant-based rental unit, project-based rental unit, and master leased housing and where state funded payments are made. Assistance will not be provided for units that fail to meet HQS, unless the owner corrects any deficiencies within 30 days from the date of the initial inspection and the recipient or Subrecipient verifies that all deficiencies have been corrected, per §578.75(b)(1).

Subrecipients must follow the HQS General Requirements listed below and must complete form HUD52580 HQS Inspection Checklist (24 CFR § 982.401) for each assisted household (See Exhibit D on page 30):

- Sanitary facilities;
- Food preparation and refuse disposal;
- Space and security;
- Thermal environment;

- Illumination and electricity;
- Water supply;
- Lead-based paint;
- Access;
- Site and neighborhood;
- Sanitary condition; and
- Smoke Detectors.

Following are the types of inspections to be performed:

1. **Initial:** An inspection that must take place to ensure that the unit passes HQS before assistance can begin;
2. **Annual:** An inspection to determine that the unit continues to meet HQS; this inspection must be conducted within 12 months of the last annual inspection;
3. **Complaint:** An inspection caused by the authority receiving a complaint from any source regarding the unit by anyone;
4. **Special/Quality Control:** An inspection requested/conducted by a third party. HWS will verify that the initial and annual inspections were conducted during project monitoring which will occur approximately 6 months' after project implementation. HWS will monitor Housing Quality Standards (HQS) in accordance with the Code of Federal Regulations 24 CFR 578.75(b) and 24 CFR Part 982, by conducting quality control inspections for a sample of ten percent (10%) of a project's actively enrolled units. The purpose of Quality Control inspections is to ascertain that Subrecipients are conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of HQS.

L. LEASE AGREEMENT

A written lease agreement between the property owner and the program participants is required for state funded tenant-based rental assistance (TBRA) projects and project-based rental assistance (PRBA) projects. For program participants living in housing with PBRA, the lease must have an initial term of at least one year, is renewable, and is terminable only for cause. There is no minimum lease period for TBRA. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

Subrecipient must retain a copy of a fully executed and current lease-agreement in the participant's file.

M. RENT REASONABLENESS

The Subrecipient must determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units per § 578.51 (g). Reasonable rent comparable must be within 1 mile of the unit receiving rental assistance.

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

N. COMPLIANCE WITH FEDERAL LAWS

This section is to ensure compliance with applicable federal laws.

- Faith-Based Activities
 - Pursuant to Section 8406 (b) (2) of the State Regulations, Subrecipient shall not require, as a condition of program participant housing, participation in any religious or philosophical ritual, service, meeting or rite. Equal treatment of program participants and program beneficiaries must be ensured.
 - Program participants. Organizations that are religious or faith-based are eligible subrecipients, on the same basis as any other organization, to receive state funding. Neither the Federal Government nor a State or local government receiving funds under HHAP shall discriminate against an organization on the basis of the organization's religious character or affiliation. Subrecipients of program funds shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
 - Beneficiaries. In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
 - Separation of explicitly religious activities. Subrecipients of state funding that engage in explicitly religious activities, including activities that involve overt

religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such services outside of programs that are supported with state or federal financial assistance separately, in time or location, from the programs or services funded under this part, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services.

- Religious identity. A faith-based organization that is a Subrecipient of state funds is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law.
- Among other things, faith-based organizations may use space in their facilities to provide program- funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a state-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization’s name, select its board members on a religious basis, and include religious references in its organization’s mission statements and other governing documents.
- Involuntary Family Separation. Subrecipients must document its compliance with involuntary family separation requirements under § 578.93(e).
- Prohibition against involuntary family separation. The age and gender of a child under age 18 must not be used as a basis for denying any family’s admission to a project that receives funds under this part.
- Discrimination Policy. Federal and California State laws note that discrimination can be based on race, color, national origin or gender. Discrimination can also be based on age, religion, disability, familial status or sexualorientation.

O. HOUSING FIRST

Pursuant to Assembly Bill 101, Subrecipients of state funding must implement and incorporate the core components of Housing First, as provided in subdivision (b) of Section 8255 of the Welfare and Institutions Code. Core components of Housing First mean the following:

- Tenant screening and selection practices that promote accepting applicants

regardless of their sobriety or use of substances, completion of treatment or

participation in services.

- Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness”.
- Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
- Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
- Participation in services or program compliance is not a condition of permanent housing tenancy.
- Tenants have a lease and all rights and responsibilities of tenancy, as outlined in California’s Civil, Health and Safety, and Government Code.
- The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
- Communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first-served”, including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
- Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
- Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants’ lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment, if the tenant so chooses.
- The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and

independence among tenants.

P. TERMINATION OF ASSISTANCE TO PROGRAM PARTICIPANTS

Subrecipients may terminate assistance to a participant who violates program requirements or conditions of occupancy per California Health and Welfare Code §8255 and §578.91 (a). The Subrecipient must provide a formal process that recognizes the due process of law in accordance with §578.91 (b). Subrecipients may resume assistance to a participant whose assistance has been terminated. Subrecipients that are providing permanent supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all extenuating circumstances in determining whether termination is appropriate. A participant's assistance should be terminated only in the most severe cases §578.91 (c).

Q. PROJECT RENEWALS

ERF funding is one-time grants that are not eligible for project renewal.

R. CRIMINAL BACKGROUND

The Subrecipient providing services to minors is required to conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under state funding. Subrecipients must retain a copy of the criminal background records verification and make available for review by HWS.

STATE PROGRAM REFERENCE GUIDE

1. Assembly Bill 101

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB101

2. Welfare and Institutions Code 8255 (Housing First and Coordinating Council)

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=WIC&division=8.&title=&part=&chapter=6.5.&article=

3. McKinney-Vento Homeless Assistance Act as Amended

<https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>

4. Coordinated Entry Policy Brief

<https://www.hudexchange.info/resource/4427/coordinated-entry-policy-brief/>

5. <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

6. ERF Legislation AB140

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB140

EXHIBIT A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

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

From: _____
Remit to Name _____
Remit to Address _____
City _____ State _____ Zip Code _____

Contract Number _____

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

Select Payment Type(s) Below:

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

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

\$0.00

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

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

Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

Amount Authorized

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

Program Date

Fiscal Date

EXHIBIT B

HUD EMERGENCY SOLUTIONS GRANT TIME & ACTIVITY REPORT
 AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL		
Services / Outreach STAFF																																		
Engagement																																		0.00
Case Management																																		0.00
Total Outreach																															0.00			
ADMIN STAFF																																		
Administration																																	0.00	
Total ADMIN																															0.00			
Non-Project																																	0.00	
Total Non-Project																															0.00			
Vacation																																	0.00	
Sick																																	0.00	
Holiday																																	0.00	
Other Paid Time Off																																	0.00	
Total Fringe																															0.00			
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Total Hours	0.00
Total Fringe Hours	0.00
Difference	0.00
Actual Hours - Services / Outreach	0.00
Actual Hours - ADMIN	0.00
Non-Project Hours	0.00

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

Employee Signature _____ Date _____

Supervisor Signature _____ Date _____

EXHIBIT D

EXHIBIT D

Inspection Checklist

Housing Choice Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0189
(Exp. 07/31/2022)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>		Date of Last Inspection (mm/dd/yyyy)	PHA

A. General Information

Inspected Unit	Year Constructed (yyyy)	Housing Type (check as appropriate) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Full Address (including Street, City, County, State, Zip)		
Number of Children in Family Under 6		
Owner		
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number
Address of Owner or Agent		

B. Summary Decision On Unit (To be completed after form has been filled out)

<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Inconclusive	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms

Inspection Checklist

Item No.	1. Living Room	Yes Pass	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.1	Living Room Present					
1.2	Electricity					
1.3	Electrical Hazards					
1.4	Security					
1.5	Window Condition					
1.6	Ceiling Condition					
1.7	Wall Condition					
1.8	Floor Condition					

Previous editions are obsolete

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
 3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In-Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2. Kitchen						
2.1	Kitchen Area Present					
2.2	Electricity					
2.3	Electrical Hazards					
2.4	Security					
2.5	Window Condition					
2.6	Ceiling Condition					
2.7	Wall Condition					
2.8	Floor Condition					
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
2.10	Stove or Range with Oven					
2.11	Refrigerator					
2.12	Sink					
2.13	Space for Storage, Preparation, and Serving of Food					
3. Bathroom						
3.1	Bathroom Present					
3.2	Electricity					
3.3	Electrical Hazards					
3.4	Security					
3.5	Window Condition					
3.6	Ceiling Condition					
3.7	Wall Condition					
3.8	Floor Condition					
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit					
3.11	Fixed Wash Basin or Lavatory in Unit					
3.12	Tub or Shower in Unit					
3.13	Ventilation					

Previous editions are obsolete

Page 2 of 8

form HUD-62580 (7/2019)

Item No. 4. Other Rooms Used For Living and Halls		Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	
4.10	Smoke Detectors					
4.1	Room Code* and Room Location <input type="checkbox"/>				(Circle One) Right/Center/Left (Circle One) Front/Center/Rear Floor Level	
4.2	Electricity/Illumination					
4.3	Electrical Hazards					
4.4	Security					
4.5	Window Condition					
4.6	Ceiling Condition					
4.7	Wall Condition					
4.8	Floor Condition					
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?				<input type="checkbox"/> Not Applicable	

Item No.	4. Other Rooms Used For Living and Halls	Yes	No	In-	Comment	Final Approval Date (mm/dd/yyyy)	
		Pass	Fall	Conc.			
4.1	Room Code * and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	Floor Level	
4.2	Electricity/Illumination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.4	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.5	Window Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.6	Ceiling Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.7	Wall Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.8	Floor Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.9	Lead-Based Paint				Not Applicable		
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.10	Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.1	Room Code* and Room Location	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear	Floor Level	
4.2	Electricity/Illumination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.4	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.5	Window Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.6	Ceiling Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.7	Wall Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.8	Floor Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.9	Lead-Based Paint				Not Applicable		
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
4.10	Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
5. All Secondary Rooms (Rooms not used for living)							
5.1	None Go to Part 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
5.2	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
5.4	Other Potentially Hazardous Features in these Rooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

2. Kitchen

- Dishwasher
- Separate freezer
- Garbage disposal
- Eating counter/breakfast nook
- Pantry or abundant shelving or cabinets
- Double oven/self cleaning oven, microwave
- Double sink
- High quality cabinets
- Abundant counter-top space
- Modern appliance(s)
- Exceptional size relative to needs of family
- Other: (Specify)

3. Other Rooms Used for Living

- High quality floors or wall coverings
- Working fireplace or stove Balcony, patio, deck, porch
- Special windows or doors
- Exceptional size relative to needs of family
- Other: (Specify)

4. Bath

- Special feature shower head
- Built-in heat lamp
- Large mirrors
- Glass door on shower/tub
- Separate dressing room
- Double sink or special lavatory
- Exceptional size relative to needs of family
- Other: (Specify)

5. Overall Characteristics

- Storm windows and doors
- Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- Garage or parking facilities
- Driveway
- Large yard
- Good maintenance of building exterior
- Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. Yes No
Disability

1. Does the owner make repairs when asked? Yes No
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$
4. Do you pay for anything else? (specify)
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range Refrigerator Microwave
6. Is there anything else you want to tell us? (specify) Yes No

E. Inspection Summary/Comments (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments."

Tenant ID Number	Inspector	Date of Inspection (mm/dd/yyyy)	Address of Inspected Unit
Type of Inspection	Initial	Special	Reinspection

Item Number Reason for "Fail" or "Pass with Comments" Rating

--

Continued on additional page Yes No

EXHIBIT E



VI-SPDAT Screening Summary & Introduction Statement

VI-SPDAT Approved Assessor - Read this statement to the individual:

My name is *(provide your name)* and I work with *(provide your agency)*. Riverside County is prioritizing individuals for housing assistance through a Coordinated Entry System called HomeConnect. The information on this assessment will be stored in our database at HomeConnect to enable us to link you to housing resources and services that may become available.

- It usually takes about 7 minutes to complete.
- Please only give yes, no or one-word answers.
- If you do not understand the questions, we can get you more information if you need it.
- You can skip any questions you do not want to answer.
- Please be as honest as possible and just tell the truth. There is no right or wrong answer.
- This is not a guarantee of housing. This is not a housing application.

Participant First Name:	Participant Last Name:	Today's Date:
Social Security Number:	Participant Phone:	Participant Email:
Homeless in City of (City & Zip):	Homeless Since (Month/Year): Month _____ Year _____ Total Time Homeless: _____ <input type="checkbox"/> Meets Chronic Homeless Definition	Can Usually be Located Here:
U.S. Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State	Veteran Discharge Status: <input type="checkbox"/> General <input type="checkbox"/> Honorable <input type="checkbox"/> Other than Honorable <input type="checkbox"/> Dishonorable <input type="checkbox"/> Uncharacterized <input type="checkbox"/> Bad Conduct	
Previously in Foster Care: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State	Disability: <input type="checkbox"/> Yes _____ <input type="checkbox"/> No <input type="checkbox"/> Refused/Declined to State	
VI-SPDAT Assessor Name:	VI-SPDAT Assessor Agency:	VI-SPDAT Assessor Email & Phone:

Coordinated Entry System – HomeConnect
 VI-SPDAT Screening - Summary & Introduction Statement
 Rev. 06/04/2021



VI-SPDAT Screener and Match Initiation Consent Form

Authorization to Share Protected Health Information and Participate in Survey

Participant Last Name:	Participant First Name:	DOB (MM/DD/YYYY):

Please initial below if you agree with the following statements:

_____ I agree to allow my responses to this survey or these surveys to be disclosed and received by the organizations that participate in the HomeConnect system, which include but are not limited to:

- | | |
|-----------------------------------|---|
| • Valley Restart Shelter | • Supportive Housing Providers of Riverside |
| • Path of Life | • Affiliated Service Providers |
| • Coachella Valley Rescue Mission | • RUHS Departments |
| • Veteran-Service Providers | • Veterans Administration |
| • Riverside County Departments | • Housing Authority - County of Riverside |

_____ I understand that the information from this survey will be entered into a data information System and Performance Management database for HomeConnect. My personal information will be kept in accordance with all Federal, State, and local laws and regulations related to protecting personal information.

_____ I understand that the following information can be shared with participating agencies in Riverside County as needed to help me find appropriate housing and services:

- | | | |
|--------------------|--|--|
| • Name | • Housing and homelessness history | • Contact information |
| • Birth date | • Medical and/or mental health treatment history | • Additional information used strictly for matching me with suitable housing and/or services |
| • Gender | • Income | |
| • Photo (optional) | | |

Initials:

_____ I allow my case manager or outreach worker to enter my responses to the interview survey questions into a secure database – the HomeConnect/HMIS system. My signature below signifies my permission:

_____ I, or my outreach worker/case manager, can be contacted about my survey.

_____ I understand that the information I provide will be used to determine if I am eligible for participating housing, services or related programs.

_____ I understand that participating in the HomeConnect/HMIS system does not guarantee that I will be called for a housing program.

_____ I understand that the HomeConnect/HMIS system will act as the agency that matches my information against eligibility requirements of housing that may become available for which I may be eligible.



VI-SPDAT Screener and Match Initiation Consent Form

Important Rights and Other Required Statements You Should Know

- You may revoke this authorization at any time. All participating organizations of the HomeConnect/HMIS system agree to use information provided to only link clients with housing or supportive service options.
- This authorization is completely voluntary and you do not have to agree to authorize any use or disclosure.
- You have a right to a copy of this authorization once you have signed it.

SIGN BELOW IF AGREEING TO BE INTERVIEWED

Your signature (or mark) below indicates that you have read (or have been read) the information provided above, have received answers to your questions, and have freely chosen to be interviewed. By agreeing to be interviewed, you are not giving up any of your legal rights.

Date Signature (or mark) of Participant Printed Name of Participant



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

The County of Riverside Continuum of Care Homeless Management Information System (HMIS) is an electronic database that securely records information (data) about clients accessing housing and homeless services within Riverside County. This organization participates in the HMIS database and shares information with other organizations that use this database. This database helps us to better understand homelessness, to improve service delivery to the homeless, and to evaluate the effectiveness of services provided to the homeless. The information you provide for the HMIS database helps us coordinate the most effective services for you and your household members.

What information is shared in the HMIS Database?

- Your Name
- Your Date of Birth
- Your Social Security Number
- Your Gender
- Your Ethnicity
- Your Race
- Your Veteran Status
- Your history of homelessness and housing (including your current housing status, and where and when you have accessed services)
- Your household composition
- Your self-reported medical history (including any physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem or substance abuse)
- Your disability status
- Your health insurance
- Your income and sources; and non-cash benefits
- Any history of domestic violence

Who can have access to your information?

Your information will be shared with other County of Riverside Continuum of Care HMIS participating agencies (both public and private) that agree to maintain the security and confidentiality of the information. These organizations may include homeless service providers, housing groups, healthcare providers and any other appropriate service providers. A list of participating agencies within the County of Riverside Continuum of Care HMIS is available upon request.

How is your personal information protected?

The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth of federal, state, and local regulations governing confidentiality of client records. Each person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information. HMIS data is secured by passwords and encryption technology.

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 3.0

ADMINISTRATION

First Name:			Last Name:		
Date:			Race/Ethnicity:		
Start Time:			Gender Identity (Male, Female, Transgender, Other):		
End Time:			Identifies as LGBTQ2+?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Survey Location - Shelter, Outreach, Drop In, or Other (specify):			Date of Birth:		
Previous VI-SPDAT completed?	Yes	No	Ever served in the military?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
VI-SPDAT Score:			Pet(s)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

OPENING SPEAKING POINTS

Cover the following in the opening explanation of the VI-SPDAT each time:

- The purpose of doing the triage
- Approximately how long it will take
- How to answer the questions (yes, no or simple one-word answers)
- That they can get clarification if they do not understand a question
- That they can skip or refuse to answer any question
- Where the information is stored
- The importance of being as honest as they feel comfortable being
- That some answers provided may need further verification from other sources (like whether or not they meet the definition of chronic homelessness)
- Consent to participate in the process

Disclaimer:

OrgCode Consulting, Inc. (OrgCode) cannot control the way in which the VI-SPDAT and SPDAT products will be used, applied or integrated by communities, agencies or frontline staff. OrgCode assumes no legal responsibility or liability for the decisions that are made or services that are received in conjunction with the tools.



©2020 OrgCode Consulting Inc. All rights reserved.
www.OrgCode.com

SECTION ONE: PRESENTING NEEDS

1. Most days can you:

- a. Find a safe place to sleep Y N R
- b. Access a bathroom when you need it Y N R
- c. Access a shower when you need it Y N R
- d. Get food Y N R
- e. Get water or other non-alcoholic beverages to stay hydrated Y N R
- f. Get clothing or access laundry when you need it Y N R
- g. Safely store your stuff Y N R NA

Score 1 if NO to Question 1 a, b, c, d, e, f or g

SECTION TWO: HOUSING HISTORY & CHRONIC HOMELESSNESS DETERMINATION

2. How long has it been since you lived in stable, permanent housing?
(is this in days or months or years?) _____

3. In the last three years, how many times have you been homeless? _____

4. IF THE ANSWER TO QUESTION 3 IS 4 OR MORE:

Thinking about those last three years and the different times you were homeless, if you add up all the months you were homeless, what is the total length of time you have experienced homelessness? _____ months

5. Do you have any diagnosed, documented, disabling conditions? Y N R

Score 1 if any of the following conditions are met:

- If the person:
 - experienced 1 or more consecutive years of homelessness or
 - 4+ episodes of homelessness and the total duration of homelessness is 12+ months
 - AND answered Yes to Question 5

6. Have you ever lived in a home that you own or an apartment in your name? Y N R

7. Have you ever been evicted? Y N R

Score 1 if NO to Question 6 and/or YES to Question 7



SECTION THREE: VULNERABILITIES AND HOUSING SUPPORT NEEDS

8. In the last 6 months, how many times have you:

- a. Gone to the emergency room/department _____
- b. Taken an ambulance _____
- c. Been hospitalized as an inpatient _____
- d. Used a crisis service or hotline for such concerns as family or intimate partner violence or suicide prevention _____
- e. Talked to police because you witnessed a crime, were the victim of a crime, were the alleged perpetrator of a crime, or because they asked you to move along because of loitering, sleeping in a public place or anything like that _____
- f. Stayed one or more nights in jail, a holding cell or prison _____

If the total number of interactions equals 4 or more, score 1.

9. Since you have been homeless:

- a. Have you been beaten up or assaulted Y N R
- b. Have you threatened to beat up or assault someone else Y N R
- c. Have you threatened to harm yourself or harmed yourself Y N R
- d. Has anyone threatened you with violence or made you feel unsafe Y N R
- e. Has anyone tried to control you through violence or threats of violence whether that be a stranger, friend, partner, relative or parent Y N R

If YES to any of Question 9, score 1.

10. Do you have any legal stuff going on right now that may result in any of the following:

- a. Being locked up Y N R
- b. Having to pay fines or fees that you cannot afford Y N R
- c. Impact your ability to get housing Y N R
- d. Impact where you could live in your housing Y N R

11. Have you ever been convicted of a crime that makes it difficult to access or maintain housing? Y N R

If YES to any of Question 10 and/or YES to Question 11, score 1.



VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 3.0

12. Does anyone trick, manipulate, exploit or force you to do things you do not want to do? Y N R

13. Where do you sleep most frequently? (select one response)

- Shelters Transitional Housing Safe Haven Couch Surfing
 Outdoors Car Other _____

14. Do you ever do things that may be considered to be risky or harmful like run drugs, share a needle, do sex work, or anything like that? Y N R

Score 1 if any of the following conditions are met:

- YES to Question 12;
- If the person stays any place other than Shelters, Transitional Housing or Safe Haven in Question 13;
- YES to Question 14.

15. Is there anybody that thinks you owe them money like a family member, friend, past landlord, business, bookie, dealer, bank, credit card company, utility company or anyone like that? Y N R

16. Do you get any money from the government, a job, working under the table, day labor, an inheritance or a pension, or anything like that? Y N R

17. Do you ever gamble with money you cannot afford to lose or have debts associated with gambling? Y N R

Score 1 if any of the following conditions are met:

- YES to Question 15;
- NO to Question 16;
- YES to Question 17.

18. Do you have planned activities, other than activities for survival, at least four days per week that make you feel happy and fulfilled? Y N R

If NO to Question 18, score 1.

19. Do you have a collection of belongings that gets in the way with your ability to access services or housing? Y N R

If YES to Question 19, score 1.

20. Would you say that your current homelessness was caused by any of the following:

- a. A relationship that broke down Y N R
 b. An unhealthy or abusive relationship Y N R
 c. Because family or friends caused you to lose your housing Y N R



©2020 OrgCode Consulting Inc. All rights reserved.
www.OrgCode.com

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 3.0

21. Do most of your family and friends have stable housing? Y N R

If YES to any of Question 20, and/or NO to Question 21, score 1.

22. Are you 60 years of age or older? Y N R

23. Do you have any physical or mental health issues or cognitive issues including a brain injury, that you would require assistance to access or keep housing? Y N R

24. Are you currently pregnant? (If applicable) Y N R

If YES to Question 22, and/or YES to Question 23, and/or YES to Question 24, score 1.

25. Do you use alcohol or drugs in a way that it:

a. Impacts your life in a negative way most days Y N R NA

b. Makes it hard to access housing Y N R NA

c. Would require assistance to maintain housing Y N R NA

If YES to any of Question 25, score 1

26. Are there any medications that, for whatever reason:

a. A doctor said you should be taking but you are not taking Y N R NA

b. You sell instead of taking Y N R NA

c. You use in a way other than how it is prescribed Y N R NA

d. You find impossible to take, forget to take or choose not to take Y N R NA

If YES to any of Question 26, score 1.

27. Has your homelessness been caused by any recent or past trauma or abuse? Y N R

If YES to Question 27, score 1.

TOTAL SCORE



©2020 OrgCode Consulting Inc. All rights reserved.
www.OrgCode.com

5 | 6

SCORING RANGE	COURSE OF ACTION
0-3	Assess for least intensive service supports
4-7	Assess for moderate and often time-limited supports
8+	Assess for high intensity supports lasting for a longer duration of time and perhaps even permanently

CONTACT INFORMATION

On a typical day, what is the best way to reach you?

If that is unsuccessful, what is the next best way to reach you?

Follow Up

What to do with the VI-SPDAT:

1. Enter VI-SPDAT into HMIS-CES Workflow
2. Collect documentation (ID, Chronic Homeless Verification, Disability Verification)
3. Email VI-SPDAT and documentation to HomeConnect@ruhealth.org
4. HomeConnect phone number: (800) 498-8847
5. Client's name will be added to the By Name List

Completion of a VI-SPDAT is not a guarantee of housing.





VI-SPDAT Screening Summary & Introduction Statement

VI-SPDAT Approved Assessor - Read this statement to the individual:

My name is *(provide your name)* and I work with *(provide your agency)*. Riverside County is prioritizing individuals for housing assistance through a Coordinated Entry System called HomeConnect. The information on this assessment will be stored in our database at HomeConnect to enable us to link you to housing resources and services that may become available.

- It usually takes about 7 minutes to complete.
- Please only give yes, no or one-word answers.
- If you do not understand the questions, we can get you more information if you need it.
- You can skip any questions you do not want to answer.
- Please be as honest as possible and just tell the truth. There is no right or wrong answer.
- This is not a guarantee of housing. This is not a housing application.

Participant First Name:	Participant Last Name:	Today's Date:
Social Security Number:	Participant Phone:	Participant Email:
Homeless in City of (City & Zip):	Homeless Since (Month/Year): Month _____ Year _____ Total Time Homeless: _____ <input type="checkbox"/> Meets Chronic Homeless Definition	Can Usually be Located Here:
U.S. Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State	Veteran Discharge Status: <input type="checkbox"/> General <input type="checkbox"/> Honorable <input type="checkbox"/> Other than Honorable <input type="checkbox"/> Dishonorable <input type="checkbox"/> Uncharacterized <input type="checkbox"/> Bad Conduct	
Previously in Foster Care: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State	Disability: <input type="checkbox"/> Yes _____ <input type="checkbox"/> No <input type="checkbox"/> Refused/Declined to State	
VI-SPDAT Assessor Name:	VI-SPDAT Assessor Agency:	VI-SPDAT Assessor Email & Phone:



VI-SPDAT Screener and Match Initiation Consent Form

Authorization to Share Protected Health Information and Participate in Survey

Participant Last Name:	Participant First Name:	DOB (MM/DD/YYYY):
------------------------	-------------------------	-------------------

Please initial below if you agree with the following statements:

_____ I agree to allow my responses to this survey or these surveys to be disclosed and received by the organizations that participate in the HomeConnect system, which include but are not limited to:

- | | |
|-----------------------------------|---|
| • Valley Restart Shelter | • Supportive Housing Providers of Riverside |
| • Path of Life | • Affiliated Service Providers |
| • Coachella Valley Rescue Mission | • RUHS Departments |
| • Veteran-Service Providers | • Veterans Administration |
| • Riverside County Departments | • Housing Authority - County of Riverside |

_____ I understand that the information from this survey will be entered into a data information System and Performance Management database for HomeConnect. My personal information will be kept in accordance with all Federal, State, and local laws and regulations related to protecting personal information.

_____ I understand that the following information can be shared with participating agencies in Riverside County as needed to help me find appropriate housing and services:

- | | | |
|--------------------|--|--|
| • Name | • Housing and homelessness history | • Contact information |
| • Birth date | • Medical and/or mental health treatment history | • Additional information used strictly for matching me with suitable housing and/or services |
| • Gender | • Income | |
| • Photo (optional) | | |

Initials:

_____ I allow my case manager or outreach worker to enter my responses to the interview survey questions into a secure database – the HomeConnect/HMIS system. My signature below signifies my permission.

_____ I, or my outreach worker/case manager, can be contacted about my survey.

_____ I understand that the information I provide will be used to determine if I am eligible for participating housing, services or related programs.

_____ I understand that participating in the HomeConnect/HMIS system does not guarantee that I will be called for a housing program.

_____ I understand that the HomeConnect/HMIS system will act as the agency that matches my information against eligibility requirements of housing that may become available for which I may be eligible.



VI-SPDAT Screener and Match Initiation Consent Form

Important Rights and Other Required Statements You Should Know

- You may revoke this authorization at any time. All participating organizations of the HomeConnect/HMIS system agree to use information provided to only link clients with housing or supportive service options.
- This authorization is completely voluntary and you do not have to agree to authorize any use or disclosure.
- You have a right to a copy of this authorization once you have signed it.

SIGN BELOW IF AGREEING TO BE INTERVIEWED

Your signature (or mark) below indicates that you have read (or have been read) the information provided above, have received answers to your questions, and have freely chosen to be interviewed. By agreeing to be interviewed, you are not giving up any of your legal rights.

Date	Signature (or mark) of Participant	Printed Name of Participant
------	------------------------------------	-----------------------------



**County of Riverside Continuum of Care
Homeless Management Information System (HMIS)
Consent for Release of Information**

The County of Riverside Continuum of Care Homeless Management Information System (HMIS) is an electronic database that securely records information (data) about clients accessing housing and homeless services within Riverside County. This organization participates in the HMIS database and shares information with other organizations that use this database. This database helps us to better understand homelessness, to improve service delivery to the homeless, and to evaluate the effectiveness of services provided to the homeless. The information you provide for the HMIS database helps us coordinate the most effective services for you and your household members.

What information is shared in the HMIS Database?

- Your Name
- Your Date of Birth
- Your Social Security Number
- Your Gender
- Your Ethnicity
- Your Race
- Your Veteran Status
- Your history of homelessness and housing (including your current housing status, and where and when you have accessed services)
- Your household composition
- Your self-reported medical history (including any physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem or substance abuse)
- Your disability status
- Your health insurance
- Your income and sources; and non-cash benefits
- Any history of domestic violence

Who can have access to your information?

Your information will be shared with other County of Riverside Continuum of Care HMIS participating agencies (both public and private) that agree to maintain the security and confidentiality of the information. These organizations may include homeless service providers, housing groups, healthcare providers and any other appropriate service providers. A list of participating agencies within the County of Riverside Continuum of Care HMIS is available upon request.

How is your personal information protected?

The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth of federal, state, and local regulations governing confidentiality of client records. Each person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information. HMIS data is secured by passwords and encryption technology.

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 3.0

ADMINISTRATION

Head of Household First Name:	Head of Household Last Name:
Date:	Race/Ethnicity:
Start Time:	Gender Identity (Male, Female, Transgender, Other):
End Time:	Identifies as LGBTQ2+? <input type="checkbox"/> Yes <input type="checkbox"/> No
Survey Location - Shelter, Outreach, Drop In, or Other (specify):	Date of Birth:
Previous VI-SPDAT completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ever served in the military? <input type="checkbox"/> Yes <input type="checkbox"/> No
Previous VI-SPDAT Score:	Pet(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No
2 nd Head of Household First Name:	2 nd Head of Household Last Name:
Date:	Race/Ethnicity:
Start Time:	Gender Identity (Male, Female, Transgender, Other):
End Time:	Identifies as LGBTQ2+? <input type="checkbox"/> Yes <input type="checkbox"/> No
Survey Location - Shelter, Outreach, Drop In, or Other (specify):	Date of Birth:
Previous VI-SPDAT completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ever served in the military? <input type="checkbox"/> Yes <input type="checkbox"/> No
Previous VI-SPDAT Score:	Pet(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No

Disclaimer:

OrgCode Consulting, Inc. (OrgCode) cannot control the way in which the VI-SPDAT and SPDAT products will be used, applied or integrated by communities, agencies or frontline staff. OrgCode assumes no legal responsibility or liability for the decisions that are made or services that are received in conjunction with the tools.



©2020 OrgCode Consulting Inc. All rights reserved.
www.OrgCode.com

OPENING SPEAKING POINTS

Cover the following in the opening explanation of the F-VI-SPDAT each time:

- The purpose of doing this triage with households that have children and are currently experiencing homelessness
- Some of the questions are personal in nature. It is their choice whether or not they want their children present, and if they do choose to have their children present, they can choose to skip questions that they don't want to answer in front of their children that we can try to come back to at the end or another time if someone can watch their children for a few minutes.
- Approximately how long it will take
- How to answer the questions (yes, no or simple one-word answers)
- That they can get clarification if they do not understand a question
- That they can skip or refuse to answer any question
- Where the information is stored
- The importance of being as honest as they feel comfortable being
- That some answers provided may need further verification from other sources (like whether or not they meet the definition of chronic homelessness)
- Consent to participate in the process

SECTION ONE: CHILDREN WITHIN THE HOUSEHOLD

1. How many children under the age of 18 are currently with you? _____
2. How many children under the age of 18 are not currently with your family, but you have reason to believe they will be joining you when you get housed? _____
3. Is any member of the family currently pregnant (*if applicable*)? Y N R
4. Please provide a list of children in your household:

Child 1 First Name: _____	Child 1 Last Name: _____
Child 1 Date of Birth: _____	Child 1 With Family? _____
Child 2 First Name: _____	Child 2 Last Name: _____
Child 2 Date of Birth: _____	Child 2 With Family? _____
Child 3 First Name: _____	Child 3 Last Name: _____
Child 3 Date of Birth: _____	Child 3 With Family? _____
Child 4 First Name: _____	Child 4 Last Name: _____
Child 4 Date of Birth: _____	Child 4 With Family? _____
Child 5 First Name: _____	Child 5 Last Name: _____
Child 5 Date of Birth: _____	Child 5 With Family? _____

Score 1 if any of the following conditions are met:

- if there is a single parent with 2+ children, and/or a child aged 11 or younger, and/or a current pregnancy.
- if there are two parents with 3+ children, and/or a child aged 6 or younger, and/or a current pregnancy.



SECTION TWO: PRESENTING NEEDS

5. Most days can you and your family:

- a. Find a safe place to sleep Y N R
- b. Access a bathroom when you need it Y N R
- c. Access a shower when you need it Y N R
- d. Get food Y N R
- e. Get water or other non-alcoholic beverages to stay hydrated Y N R
- f. Get clothing or access laundry when you need it Y N R
- g. Safely store your stuff Y N R

Score 1 if NO to Question 5 a, b, c, d, e, f or g.

SECTION THREE: HOUSING HISTORY & CHRONIC HOMELESSNESS DETERMINATION

6. How long has it been since you and your family lived in stable, permanent housing? *(is this in days or months or years?)* _____

7. In the last three years, how many times have you been homeless? _____

8. IF THE ANSWER TO QUESTION 7 IS 2 OR MORE:

Thinking about those last three years and the different times you and your family were homeless, if you add up all the months you were homeless, what is the total length of time your family has experienced homelessness?

_____ months

9. Do you have any diagnosed, documented, disabling conditions? Y N R

Score 1 if YES to QUESTION 9 and the following conditions are met:

- *if the head of household:*
 - *experienced 1 or more consecutive years of homelessness or*
 - *4+ episodes of homelessness and the total duration of homelessness is 12+ months.*

10. Has your family ever lived in a home that you own or an apartment in your name? Y N R

11. Have you and your family ever been evicted? Y N R

Score 1 if NO to Question 10 and/or YES to Question 11.



SECTION FOUR: VULNERABILITIES AND HOUSING SUPPORT NEEDS

- | 12. In the last 6 months, how many times have you or anyone in your family: | # of times |
|--|------------|
| a. Gone to the emergency room/department | _____ |
| b. Taken an ambulance | _____ |
| c. Been hospitalized as an inpatient | _____ |
| d. Used a crisis service or hotline for such concerns as family or intimate partner violence or suicide prevention | _____ |
| e. Talked to police because you witnessed a crime, were the victim of a crime, were the alleged perpetrator of a crime, or because they asked you to move along because of loitering, sleeping in a public place or anything like that | _____ |
| f. Stayed one or more nights in jail, a holding cell or prison | _____ |

If the total number of interactions equals 4 or more, score 1.

13. Since your family has been homeless:
- | | | | |
|---|----------------------------|----------------------------|----------------------------|
| a. Has anyone in your family been beaten up or assaulted | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> R |
| b. Has anyone in your family threatened to beat up or assault someone else | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> R |
| c. Has anyone in your family threatened to harm themselves or harmed themselves | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> R |
| d. Has anyone threatened you or anyone in your family with violence or made any of you feel unsafe | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> R |
| e. Has anyone tried to control you or anyone in your family through violence or threats of violence whether that be a stranger, friend, partner, relative or someone in your family | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> R |

If YES to any of Question 13, score 1.

14. Does anyone in your family have any legal stuff going on right now that may result in any of the following:
- | | | | |
|--|----------------------------|----------------------------|----------------------------|
| a. Being locked up | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> R |
| b. Having to pay fines or fees that you cannot afford | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> R |
| c. Impact your family's ability to get housing | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> R |
| d. Impact where you and your family could live in your housing | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> R |
| e. Impact your family's ability to stay together | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> R |
15. Has anyone in your family ever been convicted of a crime that makes it difficult to access or maintain housing
- | | | | |
|--|----------------------------|----------------------------|----------------------------|
| | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> R |
|--|----------------------------|----------------------------|----------------------------|

If YES to any of Question 14 and/or YES to Question 15, score 1.



VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 3.0

16. Does anyone trick, manipulate, exploit or force anyone in your family to do things they do not want to do? Y N R

17. Where do you and your family sleep most frequently? (select one response)

- Shelters Transitional Housing Couch Surfing
 Outdoors Car Other _____

18. Does anyone in your family ever do things that may be considered to be risky or harmful like run drugs, share a needle, do sex work, or anything like that? Y N R

Score 1 if any of the following conditions are met:

- YES to Question 16;
- If the family stays any place other than Shelters or Transitional Housing in Question 17;
- YES to Question 18.

19. Is there anybody that thinks that you or anyone in your family owes them money like a family member, friend, past landlord, business, bookie, dealer, bank, credit card company, utility company or anyone like that? Y N R

20. Do you or anyone in your family get any money from the government, a job, alimony, child support, working under the table, day labour, an inheritance or a pension, or anything like that? Y N R

21. Do you or anyone in your family ever gamble with money they cannot afford to lose or have debts associated with gambling? Y N R

Score 1 if any of the following conditions are met:

- YES to Question 19;
- NO to Question 20;
- YES to Question 21.

22. Does everyone in your family have planned activities, other than activities for survival, at least four days per week that make them feel happy and fulfilled? Y N R

If NO to Question 22, score 1.

23. Does your family have a collection of belongings that gets in the way with your ability to access services or housing? Y N R

If YES to Question 23, score 1.

24. Would you say that your family's current homelessness was caused by any of the following:

- a. A relationship that broke down Y N R
 b. An unhealthy or abusive relationship Y N R
 c. Because family or friends caused your family to lose your housing Y N R



VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 3.0

25. Do most of your family and friends have stable housing? Y N R

If YES to any of Question 24, and/or NO to Question 25, score 1.

26. Is anyone in your current household 60 years of age or older? Y N R

27. Does anyone in your family have any physical or mental health issues or cognitive issues including a brain injury, that might require assistance to access or keep housing? Y N R

If YES to Question 26 and/or YES to Question 27, score 1.

28. Does anyone in your family use alcohol or drugs in a way that it:

- a. Impacts their life in a negative way most days Y N R
- b. Makes it hard to access housing Y N R
- c. Might require assistance to maintain housing Y N R

If YES to any of Question 28, score 1.

29. Are there any medications that, for whatever reason:

- a. A doctor said someone in your family should be taking but they are not taking Y N R
- b. The medication gets sold instead of being taken Y N R
- c. The medication is used other than how it is prescribed Y N R
- d. The medication is impossible to take, forgotten, or chosen not to take it Y N R

If YES to any of Question 29, score 1.

30. Has your family's homelessness been caused by any recent or past trauma or abuse? Y N R

If YES to Question 30, score 1.

31. Are there any children that have been removed from the family by a child protection service in the last six months? Y N R

32. Do you have any family legal issues like child custody, protection issues, divorce, or anything like that being resolved in court or needing to be resolved in court that would impact your housing or who may live within your housing? Y N R

If YES to Question 31 and/or Question 32, score 1.



©2020 OrgCode Consulting Inc. All rights reserved.
www.OrgCode.com

6 | 8

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 3.0

33. At any point in the last six months, have any of your children been separated from you to live with another family member or friend? Y N R

34. In the last six months, have any of the children experienced abuse or trauma? Y N R

35. *If there are school-aged children:* Do your children attend school more often than not each week? Y N R

Score 1 if *any* of the following conditions are met:

- YES to Question 33;
- YES to Question 34;
- NO to Question 35.

36. In the last six months, have the adults in the family changed because of a new relationship, a separation, incarceration, military deployment, or anything like that? Y N R

37. Do you anticipate any other adults or children coming to live with your family in the first six months after you and your family get housed? Y N R

If YES to Question 36 and/or Question 37, score 1.

38. Does your family have a support network for when you need help with your children or other things that come up? Y N R

39. *If there are children 12 and younger as well as 13 and over:* In your household, do the older kids spend two or more hours on a typical day helping their younger siblings with things like getting ready for school, homework, dinner, bathing them, or anything like that? Y N R

If NO to Question 38 and/or YES to Question 39, score 1.

TOTAL SCORE



©2020 OrgCode Consulting Inc. All rights reserved.
www.OrgCode.com

7 | 8

SCORING RANGE	RECOMMENDED COURSE OF ACTION
0-3	Assess for least intensive service supports
4-8	Assess for moderate and often time-limited supports
9+	Assess for high intensity supports lasting for a longer duration of time and perhaps even permanently

CONTACT INFORMATION

On a typical day, what is the best way to reach you?

If that is unsuccessful, what is the next best way to reach you?

Follow Up:

What to do with the VI-SPDAT:

1. Enter VI-SPDAT into HMIS-CES Workflow
2. Collect documentation (ID, Chronic Homeless Verification, Disability Verification)
3. Email VI-SPDAT and documentation to HomeConnect@ruhealth.org
4. HomeConnect phone number: (800) 498-8847
5. Client's name will be added to the By Name List

Completion of a VI-SPDAT is not a guarantee of housing.





VI-SPDAT Screening Summary & Introduction Statement

VI-SPDAT Approved Assessor - Read this statement to the individual:

My name is *(provide your name)* and I work with *(provide your agency)*. Riverside County is prioritizing individuals for housing assistance through a Coordinated Entry System called HomeConnect. The information on this assessment will be stored in our database at HomeConnect to enable us to link you to housing resources and services that may become available.

- It usually takes about 7 minutes to complete.
- Please only give yes, no or one-word answers.
- If you do not understand the questions, we can get you more information if you need it.
- You can skip any questions you do not want to answer.
- Please be as honest as possible and just tell the truth. There is no right or wrong answer.
- This is not a guarantee of housing. This is not a housing application.

Participant First Name:	Participant Last Name:	Today's Date:
Social Security Number:	Participant Phone:	Participant Email:
Homeless in City of (City & Zip):	Homeless Since (Month/Year): Month _____ Year _____ Total Time Homeless: _____ <input type="checkbox"/> Meets Chronic Homeless Definition	Can Usually be Located Here:
U.S. Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State	Veteran Discharge Status: <input type="checkbox"/> General <input type="checkbox"/> Honorable <input type="checkbox"/> Other than Honorable <input type="checkbox"/> Dishonorable <input type="checkbox"/> Uncharacterized <input type="checkbox"/> Bad Conduct	
Previously in Foster Care: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined to State	Disability: <input type="checkbox"/> Yes _____ <input type="checkbox"/> No <input type="checkbox"/> Refused/Declined to State	
VI-SPDAT Assessor Name:	VI-SPDAT Assessor Agency:	VI-SPDAT Assessor Email & Phone:



VI-SPDAT Screener and Match Initiation Consent Form

Authorization to Share Protected Health Information and Participate in Survey

Participant Last Name:	Participant First Name:	DOB (MM/DD/YYYY):
------------------------	-------------------------	-------------------

Please initial below if you agree with the following statements:

_____ I agree to allow my responses to this survey or these surveys to be disclosed and received by the organizations that participate in the HomeConnect system, which include but are not limited to:

- Valley Restart Shelter
- Path of Life
- Coachella Valley Rescue Mission
- Veteran-Service Providers
- Riverside County Departments
- Supportive Housing Providers of Riverside
- Affiliated Service Providers
- RUHS Departments
- Veterans Administration
- Housing Authority - County of Riverside

_____ I understand that the information from this survey will be entered into a data information System and Performance Management database for HomeConnect. My personal information will be kept in accordance with all Federal, State, and local laws and regulations related to protecting personal information.

_____ I understand that the following information can be shared with participating agencies in Riverside County as needed to help me find appropriate housing and services:

- Name
- Birth date
- Gender
- Photo (optional)
- Housing and homelessness history
- Medical and/or mental health treatment history
- Income
- Contact information
- Additional information used strictly for matching me with suitable housing and/or services

Initials:

_____ I allow my case manager or outreach worker to enter my responses to the interview survey questions into a secure database – the HomeConnect/HMIS system. My signature below signifies my permission.

_____ I, or my outreach worker/case manager, can be contacted about my survey.

_____ I understand that the information I provide will be used to determine if I am eligible for participating housing, services or related programs.

_____ I understand that participating in the HomeConnect/HMIS system does not guarantee that I will be called for a housing program.

_____ I understand that the HomeConnect/HMIS system will act as the agency that matches my information against eligibility requirements of housing that may become available for which I may be eligible.



VI-SPDAT Screener and Match Initiation Consent Form

Important Rights and Other Required Statements You Should Know

- You may revoke this authorization at any time. All participating organizations of the HomeConnect/HMIS system agree to use information provided to only link clients with housing or supportive service options.
- This authorization is completely voluntary and you do not have to agree to authorize any use or disclosure.
- You have a right to a copy of this authorization once you have signed it.

SIGN BELOW IF AGREEING TO BE INTERVIEWED

Your signature (or mark) below indicates that you have read (or have been read) the information provided above, have received answers to your questions, and have freely chosen to be interviewed. By agreeing to be interviewed, you are not giving up any of your legal rights.

Date	Signature (or mark) of Participant	Printed Name of Participant
------	------------------------------------	-----------------------------



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

The County of Riverside Continuum of Care Homeless Management Information System (HMIS) is an electronic database that securely records information (data) about clients accessing housing and homeless services within Riverside County. This organization participates in the HMIS database and shares information with other organizations that use this database. This database helps us to better understand homelessness, to improve service delivery to the homeless, and to evaluate the effectiveness of services provided to the homeless. The information you provide for the HMIS database helps us coordinate the most effective services for you and your household members.

What information is shared in the HMIS Database?

- Your Name
- Your Date of Birth
- Your Social Security Number
- Your Gender
- Your Ethnicity
- Your Race
- Your Veteran Status
- Your history of homelessness and housing (including your current housing status, and where and when you have accessed services)
- Your household composition
- Your self-reported medical history (including any physical disability, developmental disability, chronic health condition, HIV/AIDS, mental health problem or substance abuse)
- Your disability status
- Your health insurance
- Your income and sources; and non-cash benefits
- Any history of domestic violence

Who can have access to your information?

Your information will be shared with other County of Riverside Continuum of Care HMIS participating agencies (both public and private) that agree to maintain the security and confidentiality of the information. These organizations may include homeless service providers, housing groups, healthcare providers and any other appropriate service providers. A list of participating agencies within the County of Riverside Continuum of Care HMIS is available upon request.

How is your personal information protected?

The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth of federal, state, and local regulations governing confidentiality of client records. Each person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information. HMIS data is secured by passwords and encryption technology.

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

Transition Aged Youth (TAY)

AMERICAN VERSION 2.0

ADMINISTRATION

First Name:	Last Name:	
Date:	Race/Ethnicity:	
Start Time:	Gender Identity (Male, Female, Transgender, Other):	
End Time:	Identifies as LGBTQ2+?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Survey Location - Shelter, Outreach, Drop In, or Other (specify):	Date of Birth:	
Previous VI-SPDAT completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ever served in the military? <input type="checkbox"/> Yes <input type="checkbox"/> No
Previous VI-SPDAT Score:	Pet(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

OPENING SPEAKING POINTS

Cover the following in the opening explanation of the TAY-VI-SPDAT each time:

- The purpose of doing the triage for youth aged 24 years of age or younger
- Approximately how long it will take
- How to answer the questions (yes, no or simple one-word answers)
- That they can get clarification if they do not understand a question
- That they can skip or refuse to answer any question, **without penalty**
- Where the information is stored
- The importance of being as honest as they feel comfortable being
- That some answers provided may need further verification from other sources (like whether or not they meet the definition of chronic homelessness)
- Consent to participate in the process

Disclaimer:

OrgCode Consulting, Inc. (OrgCode) cannot control the way in which the VI-SPDAT and SPDAT products will be used, applied or integrated by communities, agencies or frontline staff. OrgCode assumes no legal responsibility or liability for the decisions that are made or services that are received in conjunction with the tools.



©2020 OrgCode Consulting Inc. All rights reserved.
www.OrgCode.com

SECTION ONE: PRESENTING NEEDS

1. Most days can you:

- a. Find a safe place to sleep Y N R
- b. Access a bathroom when you need it Y N R
- c. Access a shower when you need it Y N R
- d. Get food Y N R
- e. Get water or other non-alcoholic beverages to stay hydrated Y N R
- f. Get clothing or access laundry when you need it Y N R
- g. Safely store your stuff Y N R NA

Score 1 if NO to Question 1 a, b, c, d, e, f or g.

SECTION TWO: HOUSING HISTORY

2. How long has it been since you lived in stable, permanent housing? _____

3. In the last three years, how many times have you been homeless? _____

4. IF THE ANSWER TO QUESTION 3 IS 4 OR MORE:

Thinking about those last three years and the different times you were homeless... if you add up all the months you were homeless, what is the total length of time you have experienced homelessness? _____ months

5. Do you have any diagnosed, documented, disabling conditions? Y N R

Score 1 if YES to Question 5 and any of the following conditions are met:

- If the youth experienced:
 - 1 or more consecutive years of homelessness or
 - 4+ episodes of homelessness and the total duration of homelessness is 12+ months.

6. Have you ever lived in a home that you own or an apartment in your name? Y N R

7. Have you and/or your family spent a lot of time without stable housing? Y N R
Did you all move around a lot?

8. Were you in an out-of-home placement (foster care, group home, etc.) as a minor? Y N R

Score 1 if any of the following conditions are met:

- NO to Question 6;
- YES to Question 7;
- YES to Question 8.

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

Transition Aged Youth (TAY)

AMERICAN VERSION 2.0

SECTION THREE: VULNERABILITIES AND HOUSING SUPPORT NEEDS

9. In the last 6 months, how many times have you: # of times
- a. Gone to the emergency room/department _____
 - b. Taken an ambulance _____
 - c. Been hospitalized as an inpatient _____
 - d. Used a crisis service or hotline like suicide prevention, mental health crisis or teen/youth crisis counsellor at school or a drop-in _____
 - e. Talked to police because you witnessed a crime, were the victim of a crime, were the alleged perpetrator of a crime, or because they asked you to move along because of loitering, sleeping in a public place or anything like that _____
 - f. Stayed one or more nights in jail, a holding cell, juvenile detention or prison _____

If the total number of interactions equals 4 or more, score 1.

10. Since you have been homeless:
- a. Have you been beaten up or assaulted Y N R
 - b. Have you threatened to beat up or assault someone else Y N R
 - c. Have you threatened to harm yourself or harmed yourself Y N R
 - d. Has anyone threatened you with violence or made you feel unsafe Y N R
 - e. Has anyone tried to control you through violence or threats of violence whether that be a stranger, friend, partner, relative or parent Y N R

If YES to any of Question 10, score 1.

11. Do you have any legal stuff going on right now that may result in any of the following:
- a. Being locked up Y N R
 - b. Having to pay fines or fees that you cannot afford Y N R
 - c. Impact your ability to get housing Y N R
 - d. Impact where you could live in your housing Y N R
12. Have you ever been convicted of a crime that makes it difficult to access or maintain housing? Y N R
13. Did you spend time in Juvenile Corrections & Detention prior to age 18? Y N R

Score 1 if any of the following conditions are met:

- YES to Question 11 a, b, c or d;
- YES to Question 12;
- YES to Question 13.



VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

Transition Aged Youth (TAY)

AMERICAN VERSION 2.0

14. Does anyone trick, manipulate, exploit or force you to do things you do not want to do? Y N R

15. Where do you sleep most frequently? (select one response)

- Shelters Transitional Housing Safe Haven Couch Surfing/Hopping*
 Outdoors Car Other _____

16. Do you ever do things that may be considered risky or harmful like run drugs, share a needle, do sex work or survival sex, or anything like that? Y N R

Score 1 if any of the following conditions are met:

- YES to Question 14;
- If the person stays any place other than Shelters or Transitional Housing or Safe Haven in Question 15;
- YES to Question 16.

17. Is there anybody that thinks you owe them money like a family member, friend, past landlord, business, bookie, dealer, bank, credit card company, utility company or anyone like that? Y N R

18. Do you get any money from the government, a job, working under the table, day labour, an inheritance or a pension, or anything like that? Y N R

19. Do you ever gamble with money you cannot afford to lose or have debts associated with gambling? Y N R

Score 1 if any of the following conditions are met:

- YES to Question 17;
- NO to Question 18;
- YES to Question 19.

20. Do you have planned activities, other than activities for survival, at least four days per week that make you feel happy and fulfilled? Y N R

If NO to Question 20, score 1.

21. Do you have a collection of belongings that gets in the way with your ability to access services or housing? Y N R NA

If YES to Question 21, score 1.

22. Would you say that your current homelessness was caused by any of the following:

- a. You went on the run from a family home, group home, or foster home Y N R
- b. There was violence at the home between family members Y N R
- c. There were differences in religious beliefs between your parents/guardian/caregivers Y N R
- d. There were conflicts about gender identity or sexual orientation Y N R

*Couch surfing/hopping does not meet HUD homeless eligibility however there are other programs for which a youth experiencing homelessness and couch hopping may qualify, i.e. programs funded by RHY/FSBY, and other State or local programs such as basic center program or extended foster care benefits. Communities should take this into consideration when verifying eligibility for youth experiencing homelessness.



VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

Transition Aged Youth (TAY)

AMERICAN VERSION 2.0

23. Do most of your family and friends have stable housing? Y N R

If YES to any of Question 22, and/or NO to Question 23, score 1.

24. Are you 17 years of age or younger? Y N R

25. Do you have any physical or mental health issues or cognitive issues including a brain injury, that you might require assistance to access or keep housing? Y N R

26. Are you currently pregnant (if applicable)? Y N R

27. Were you pregnant or did you get someone else pregnant as a minor? Y N R

If YES to Question 24, Question 25, Question 26 and/or Question 27, score 1.

28. Do you use alcohol or drugs in a way that it:

a. Impacts your life in a negative way most days Y N R

b. Makes it hard to access housing Y N R

c. Might require assistance to maintain housing Y N R

29. Did you try marijuana at or under the age of 12 years old? Y N R

If YES to any of Question 28 and/or Question 29, score 1.

30. Are there any medications that, for whatever reason:

a. You sell instead of taking Y N R

b. You use in a way other than how it is prescribed Y N R

c. You can't get to because you don't feel safe Y N R

d. You find impossible to take or you forget to take Y N R

If YES to any of Question 30, score 1.

31. Has your homelessness been caused by any recent or past trauma or abuse? Y N R

If YES to Question 31, score 1.



©2020 OrgCode Consulting Inc. All rights reserved.
www.OrgCode.com

5 | 6

32. High Risk of Long Term Homelessness

Score 1 if *all* of the following conditions are met:

- YES to Question 13
- YES to Question 22 (a, b c or d);
- YES to Question 27;
- YES to Question 29.

TOTAL SCORE

SCORING RANGE	RECOMMENDED COURSE OF ACTION
0-3	Assess for least intensive service supports
4-7	Assess for moderate and often time-limited supports
8+	Assess for high intensity supports lasting for a longer duration of time and perhaps even permanently

CONTACT INFORMATION

On a typical day, what is the best way to reach you?

If that is unsuccessful, what is the next best way to reach you?



Follow Up

What to do with the VI-SPDAT:

1. Enter VI-SPDAT into HMIS-CES Workflow
2. Collect documentation (ID, Chronic Homeless Verification, Disability Verification)
3. Email VI-SPDAT and documentation to HomeConnect@ruhealth.org
4. HomeConnect phone number: (800) 498-8847
5. Client's name will be added to the By Name List

Completion of a VI-SPDAT is not a guarantee of housing.

SCOID:

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

AGREEMENT NUMBER
22-ERF-2-L-10005

PURCHASING AUTHORITY NUMBER (if Applicable)
010725

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

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

9/30/2025

3. The maximum amount of this Agreement is:

\$10,997,001.36 (Ten Million Nine Hundred Ninety Seven Thousand One Dollars and Thirty Six Cents)

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

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	6
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C	State of California General Terms and Conditions	1
+ Exhibit D	General Terms and Conditions	10
+ Exhibit E	Special Terms and Conditions	2

Items shown with asterisk(*) are hereby incorporated by reference on a part of this agreement as attached hereto.

These documents can be viewed at <https://www.dos.ca.gov/OLSIResources>

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

CONTRACTOR

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

County of Riverside

CONTRACTOR BUSINESS ADDRESS

3403 Tenth Street, Suite 310

CITY

Riverside

[STATE] [ZIP]

[CA] 92501

PRINTED NAME OF PERSON SIGNING

* Heidi L. LALL

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

11/15/10e-1..

FORMALITY COUNSEL
BY: LISA DATE

SCO ID:

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
22-ERF-2-L-10005

PURCHASING AUTHORITY NUMBER (If Applicable)
010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE | ZIP

CA | 95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramirez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Encampment Resolution Funding Program
Round 2, Lookback Disbursement (ERF-2-L)
Standard Agreement**

**EXHIBIT A
AUTHORITY, PURPOSE, AND SCOPE OF WORK**

1) **Authority**

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness (Cal ICH) in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to continuums of care and / or local jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Lookback Disbursement in Round 2 of the ERF Program ("ERF-2-L"). For this Standard Agreement, ERF-2-L is synonymous with "ERF" or "Program".

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Cal ICH and a continuum of care or a local jurisdiction ("Grantee") under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Request for Applications ("RFA") under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) **Purpose**

As stated in the RFA, the program incorporates two interdependent objectives.

- a) The Program funds local demonstration projects that feature data-informed, innovative service delivery models and cross systems collaborations that support individuals experiencing homelessness in encampments towards a meaningful path to safe and stable housing through non-punitive, low-barrier, person-centered, Housing First approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255, must serve a specific encampment site, and be designed to achieve sustainable outcomes for both recipients of services and the encampment site to be resolved.

Initial Here--I-!JA --

- b) In close partnership with Grantees, Cal ICH or its agents will analyze Grantee's demonstration projects to evaluate activities and outcomes for the purpose of sharing scalable and replicable encampment resolution models that may be implemented across the state.

3) **Definitions**

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a)- (l);

- (a) "Additional funding round moneys" means moneys appropriated for the program in or after fiscal year 2022-23.
- (b) "Agency" means the Business, Consumer Services, and Housing Agency.
- (c) "Applicant" means a continuum of care or local jurisdiction
- (d) "Continuum of care" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) "Council" means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (f) "County" includes, but is not limited to, a city and county.
- (g) "Funding round 1 moneys" means moneys appropriated for the program in fiscal year 2021-22.
- (h) "Homeless" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- (i) "Local jurisdiction" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- U) "Program" means the Encampment Resolution Funding program established pursuant to this chapter.
- (k) "Recipient" means an applicant that receives grant funds from the council for the purposes of the program.
- (l) "State right-of-way" means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

"Grantee" is synonymous with "Recipient"

"Subrecipients" or "subgrantees" are entities that receive subawards from "recipients" or "grantees" to carry out part of the Program.

Initial Here 

"Expended" means all ERF funds obligated under contract or subcontract that have been fully paid and received, and no invoices remain outstanding.

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program's intended objectives.

As detailed in [Exhibit A.2](#), the Program has two, interdependent objectives. First, grantees will implement ERF funded local demonstration projects. Second, in close partnership with Grantees, Cal ICH will evaluate the manner and outcomes of this implementation. Those learnings will be shared across the state.

Grantees will implement their ERF funded local demonstration projects in compliance with the terms and conditions of this Agreement, the Request for Applications ("RFA") under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance or directives, and the requirements per the authorizing statute.

Permissible eligible uses and activities are detailed below in [Exhibit B](#), Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using an Cal ICH provided budget template.

Because of the legislative intent to share scalable and replicable encampment resolution models, Grantees are expected to be close partners with Cal ICH. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in [Exhibit D.4](#). Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in [Exhibit A.6](#). Effective Date, Term of Agreement, and Deadlines.

Grantees shall complete a Final Work Product (As detailed below in [Exhibit A.6.d](#)) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will make Technical Assistance available.

Initial Here [i/1:1](#)

Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

5) **Cal ICH Contract Coordinator**

The Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Development Section Chief or the Grant Development Section Chiefs designee. Unless otherwise instructed, any communication shall be conducted through email to the Cal ICH Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, BCSH shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Cal ICH and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business, Consumer Services and Housing Agency	County of Riverside
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	801 Capital Mall, 6 th floor Sacramento, CA, 95814	3403 Tenth Street, Suite 310, Riverside, CA 92501
CONTRACT COORDINATOR	Jeannie McKendry	Raushanah Walker
PHONE NUMBER:	(916) 510-9446	(951) 203-4035
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	rwalker@rivco.org

The Council reserves the right to change their Cal ICH Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH grant's general email box at calichgrants@bcsh.ca.gov.

Initial Here 

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

- a) This Agreement is effective upon execution by Cal ICH. This is indicated by the Cal ICH provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.
- b) Performance shall start no later than 30 days, or on the express date set by Cal ICH and the grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.
- c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.
- d) This Agreement will terminate on March 31, 2026.

Grantees shall submit a Final Work Product by September 30, 2025. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2026.

Grantees are expected to continue performing until March 31, 2026. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

- e) Expenditure Deadlines:
 - i. Grantees shall expend no less than 50 percent of Program funds by June 30, 2024. Any funds not expended by this date shall be returned to the council pursuant to HSC Section 50253(d). Cal ICH will use quarterly fiscal reporting as required in [Exhibit D.4.a.](#) of this agreement to determine the amount to be returned.
 - ii. All Program funds (100 percent) shall be expended by June 30, 2025. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(d).
- f) Obligation Deadlines:

Initial Here Jn

All Program funds (100 percent) shall be obligated by June 30, 2024. Recipients that do not meet this requirement shall submit to the council within 60 days of the end of the second fiscal year a plan for obligating 100 percent of their allocation within six months. The council may subject recipients that do not meet the underlying 100 percent obligation requirement to additional corrective action determined by the council.

7) **Special Conditions**

Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

Initial Here 4JM

**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL and DISBURSEMENT PROVISIONS**

1) **General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to Encampment Resolution funds being released:

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

2) **Disbursement of Funds**

Encampment Resolution funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and **RFF** by Cal ICH, the Department of General Services (DGS), and the State Controller's Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The Encampment Resolution funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the **RFF**.

3) **Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Grantees must standardize their budget using an Cal ICH provided budget template. Cal ICH reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

To ensure efficient and reliable processing, grantees shall submit budget change requests through a designated submission portal (i.e., currently Cognito, though subject to change). These requests will be reviewed in the first week of each month. Failure to submit by 5 pm on the 1st day of the month subjects a Grantee to having their budget change request being reviewed the following month. Cal ICH may consider budget change requests outside of this timeline and through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Cal ICH reserves the right to amend or adjust this process as necessary.

Budget Changes

Initial Here 1 { 1:1

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by Cal ICH so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or their designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in [Exhibit D.6](#). Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Cal ICH for approval.

These eligible uses and activities must be consistent with Health and Safety Code (HSC) Sections 50250 - 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the Request for Applications ("RFA") under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2](#). Purpose.

Eligible uses and activities include, but are not limited to, the following:

Direct Services and Housing Options: activities to address immediate crisis needs and paths towards safe and stable housing for people living in encampments including, but not limited to, street outreach and engagement, housing and/or systems navigation, interim housing, and permanent housing.

Capacity Building: activities to enhance the systems carrying out the demonstration project including, but not limited to, service coordination efforts, establishing and strengthening cross-system partnerships, and workforce development including specialized training and contracting with providers of culturally specific interventions.

Sustainable Outcomes: activities and interventions to ensure sustained outcomes for the people served and to support sustained restoration of encampment sites to their intended or original state.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

Program funds shall not be expended on Ineligible Costs as detailed immediately below.

4) **Ineligible Costs**

Encampment Resolution funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with Health and Safety Code (HSC) Sections 50250 - 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the Request for Applications ("RFA") under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2](#). Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of Encampment Resolution fund expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use Encampment Resolution funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the Grantee at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

Initial Here 1 h

**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT C
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

Initial Here ::IJH

**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT D
GENERAL TERMS AND CONDITIONS**

1) **Termination and Sufficiency of Funds**

a) **Termination of Agreement**

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

b) **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.


2) **Transfers**

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

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

Grantee submitted a budget to Cal ICH as part of their application for the Program. Prior to fully executing this agreement, Grantees must standardize their application's budget using an Cal ICH provided budget template.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications (e.g., standardized budget)

Initial Here 

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

4) **Reporting, Evaluation, and Audits**

a) **Reporting Requirements**

- i. Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded project. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination. Grantees will be required to provide:
 - Outreach and service path data at the anonymized, individual level;
 - Current housing status of persons served in the aggregate;
 - Status of funding as presented in the Cal ICH approved, standardized budget; and
 - Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Cal ICH's discretion in identifying which information shall be included in these reports is absolute and final.

Pursuant to Health and Safety Code (HSC) Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

Initial Here  h

- ii. The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.
- iii. If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

b) Evaluation

- i. At Cal ICH's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, the Cal ICH will contract a third party to complete the evaluation.
- ii. Grantees are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.
- iii. For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits.
- iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.
- v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.
- vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) Auditing

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial

Initial Here **lfh**

audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Encampment Resolution Funding Program laws, Cal ICH guidance or directives, and this Agreement.

b) **Record Retention**

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

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.

6) **Breach and Remedies**

a) **Breach of Agreement**

Initial Here **j.l.f.:-1**

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

- i. Grantee's failure to comply with the terms or conditions of this Agreement.
- ii. Use of, or permitting the use of, Encampment Resolution funds provided under this Agreement for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

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

- i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
- ii. Bar the Grantee from applying for future Encampment Resolution funds;
- iii. Revoke any other existing Encampment Resolution award(s) to the Grantee;
- iv. Require the return of any unexpended Encampment Resolution funds disbursed under this Agreement;
- v. Require repayment of Encampment Resolution funds disbursed and expended under this Agreement;
- vi. Require the immediate return to Cal ICH of all funds derived from the use of Encampment Resolution funds
- vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with Encampment Resolution requirements.

c) All remedies available to Cal ICH are cumulative and not exclusive.

d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these

Initial Here 1.1

provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.


8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

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

- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract

Initial Here 

in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

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

10) **Drug-Free Workplace Certification**

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

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

- a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Grantee's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance program; and

Initial Here :/-.V1

- iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) **Child Support Compliance Act**

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

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) **Special Conditions - Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in [Exhibit E](#). These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of Encampment Resolution funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
 - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

Initial Here *ilt*

- ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
- iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

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

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the Encampment Resolution program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) **Inspections**

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

Initial Here **6J h**

15) **Litigation**

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

Initial Here ij₁

**Encampment Resolution Funding Program
Standard Agreement**

**EXHIBIT E
SPECIAL TERMS AND CONDITIONS**

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Cal ICH.
- 2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track Encampment Resolution funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - Encampment Resolution specific funding sources and project codes in HMIS).
- 3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision 0) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.
- 4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape

Initial Here ij

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

- 6) Cal ICH maintains sole authority to determine if a grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

Initial Here -fJy