

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

and

City of Riverside

2021 HUD Continuum of Care Program Subrecipient Agreement

2021 City of Riverside RRH

Grant Number: CA2052L9D082100

Contract Number HHPWSCoC-0004140



HWS HOUSING AND
WORKFORCE
SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



TABLE OF CONTENTS

1.	DEFINITIONS.....	4
2.	DESCRIPTION OF SERVICES.....	6
3.	PERIOD OF PERFORMANCE.....	6
4.	COMPENSATION.....	6
5.	TERMINATION FOR CONVENIENCE.....	7
6.	TERMINATION FOR CAUSE.....	7
7.	DEFAULT.....	8
8.	REQUEST FOR WAIVER AND WAIVER OF BREACH.....	9
9.	OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.....	9
10.	CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST.....	9
11.	RECORDS, INSPECTIONS, AND AUDITS.....	9
12.	CONFIDENTIALITY.....	10
13.	PERSONALLY IDENTIFIABLE INFORMATION.....	10
14.	HOLD HARMLESS/INDEMNIFICATION.....	11
15.	INSURANCE.....	11
16.	WORKER'S COMPENSATION.....	12
17.	VEHICLE LIABILITY.....	12
18.	COMMERCIAL GENERAL LIABILITY.....	13
19.	PROFESSIONAL LIABILITY.....	13
20.	INDEPENDENT CONTRACTOR.....	13
21.	USE BY POLITICAL ENTITIES.....	13
22.	LICENSES AND PERMITS.....	13
23.	NO DEBARMENT OR SUSPENSION.....	14
24.	COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES.....	14
25.	CLEAN AIR/WATER ACTS.....	14
26.	LEAD BASED PAINT.....	14
27.	ENVIRONMENTAL REQUIREMENTS.....	14
28.	EMPLOYMENT PRACTICES.....	15
29.	PERSONNEL.....	15
30.	LOBBYING.....	16
31.	ADVERSE GOVERNMENT ACTION.....	16
32.	SUBCONTRACTS.....	16
33.	SUPPLANTATION.....	17
34.	ASSIGNMENT.....	17
35.	FORCE MAJEURE.....	17
36.	GOVERNING LAW.....	17
37.	DISPUTES.....	18
38.	ADMINISTRATIVE/CONTRACT LIAISON.....	18
39.	CIVIL RIGHTS COMPLIANCE.....	18
40.	NOTICES.....	19
41.	ELECTRONIC SIGNATURES.....	19
42.	SIGNED IN COUNTERPARTS.....	20
43.	MODIFICATION OF TERMS.....	20
44.	ENTIRE AGREEMENT.....	20

List of Schedules

Schedule A – Payment Provisions

Schedule B – Scope of Services

List of Attachments

- Attachment I – Monthly Performance Report
- Attachment II – PII Privacy and Security Standards
- Attachment III – Assurance of Compliance
- Attachment IV – HWS Administrative Handbook for HUD Continuum of Care Programs
- Attachment V – Continuum of Care Program Grant Agreement*
- Attachment VI – Application*

*Attachment incorporated by reference.

This Subrecipient Agreement for the HUD Continuum of Care Program (herein referred to as "Agreement") is made and entered into this _____ day of _____, 2022, by and between City of Riverside (CoR), a California charter city and 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").

WHEREAS, the Department of Housing and Workforce Solutions (herein referred to as "HWS") has been designated by the COUNTY to provide coordination and administration of the COUNTY's Continuum of Care Program; and,

WHEREAS, the COUNTY entered into a Continuum of Care Program (CFDA #14.267) Grant Agreement with the United States Department of Housing and Urban Development (herein referred to as "Grant"), governed by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389) (the "Act"), and the Continuum of Care Program rule found in 24 CFR part 578 (the "Rule"); NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "Administrative Entity" means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer 2020 HUD CoC Program.
- B. "Application" refers to the approved application and its submissions prepared by SUBRECIPIENT, which is the basis on which HUD approved the Grant.
- C. "APR" refers to the Annual Performance Report.
- D. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- E. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- F. "CES" refers to the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- G. "CoC" refers to the Continuum of Care for Riverside County.
- H. "Continuum of Care Program" or "CoC Program" refers to the HUD program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- I. "COUNTY" or "HWS" refers to the County of Riverside and its Department of Housing and Workforce Solutions, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- J. "Domestic Violence" refers to abuse committed against an adult or minor who is a spouse, former spouse, cohabitant, former cohabitant, or person with whom the suspect has a child or is having or has had a dating or engagement relationship. For purposes of this subdivision, "cohabitant means two unrelated adult persons living together for a substantial period of time,

resulting in some permanency of relationship". Factors that may determine whether persons are cohabitating include, but are not limited to:

- (1) Sexual relations between the parties while sharing the same living quarters;
- (2) Sharing of income or expenses;
- (3) Joint use or ownership of property;
- (4) Whether the parties hold themselves out as husband and wife;
- (5) The continuity of the relationship; and/or
- (6) The length of the relationship.

- K. "Draw Down" refers to the HUD primary grant disbursement system called the Line of Credit Control System (LOCCS).
- L. "Expended" means all HUD funds obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- M. "Family" or "household members" refers to the following persons:
 - (1) Persons related by blood or marriage;
 - (2) Persons legally married to one another;
 - (3) Persons formally married to one another regardless of whether they still reside in the same household;
 - (4) Persons who have a child in common regardless of whether such persons are married or have lived together at any time;
 - (5) Unrelated persons who are continually or at regular intervals living in the same household or who have in past continually or at regular intervals lived in the same household; or
 - (6) Unrelated persons who have had intimate or continuous social contact with one another and who have access to one another's household.
- N. "HMIS" refers to the Riverside County Homeless Management Information System.
- O. "HUD" refers to the United States Department of Housing and Urban Development.
- P. "LOCCS" refers to the HUD Line of Credit Control System.
- Q. "Participant(s)" refers to individuals who utilize supportive housing services, including referral services or individuals who are residents or former residents of the housing project.
- R. "Permanent Housing" means a structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.

- S. "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- T. "Rapid Re-Housing" means a model of housing assistance that is designed to assist the homeless, with or without disabilities, move as quickly as possible into Permanent Housing and achieve stability in that housing. Rapid Re-Housing assistance is time-limited, individualized, flexible, and is designed to complement and enhance homeless system performance and the performance of other homeless projects.
- U. "RFP" refers to a Riverside County Request for Proposal.
- V. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the SUBRECIPIENT with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- W. "SUBRECIPIENT" refers to City of Riverside including its employees, agents, representatives, subcontractors and suppliers. SUBRECIPIENT and City of Riverside are used interchangeably in this Agreement.
- X. "Technical Submission" refers to the second phase of the application process. Applicants who are conditionally selected for funding, are required to complete a detailed Project plan that contains technical information not described in the original Application.

2. DESCRIPTION OF SERVICES

SUBRECIPIENT shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I - Monthly Performance Report, Attachment II - PII Privacy and Security Standards, Attachment III - Assurance of Compliance, Attachment IV - HWS Administrative Handbook for HUD Continuum of Care Funded Programs, Attachment V - Continuum of Care Program Grant Agreement, and Attachment VI - Application.

3. PERIOD OF PERFORMANCE

This Agreement shall be effective 07/01/2022 ("Effective Date") and continues in effect through 12/30/2023 under the condition of successful annual renewal award by HUD, unless terminated earlier. SUBRECIPIENT shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. COUNTY and SUBRECIPIENT agree that all services provided to the target population are estimated to be, and shall be, fully performed according to the project's performance period schedule as set forth in Schedule B, Scope of Services.

4. COMPENSATION

COUNTY shall pay SUBRECIPIENT for services performed, products provided, or expenses incurred in accordance with the terms of Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to SUBRECIPIENT, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

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. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by HUD. 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 such funds are 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) calendar days written notice served on SUBRECIPIENT stating the extent and effective date of termination.

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

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

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

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, upon five (5) calendar 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 not limited to:

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 HUD funds provided under this Agreement for any ineligible activities;
- (3) any failure to comply with the deadlines set forth in this Agreement;
- (4) violation of any federal or state laws or regulations; or
- (5) withdrawal of HUD'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 HUD funds;

- (2) Revoke any other existing HUD award(s) to the SUBRECIPIENT;
- (3) Require the return of any unexpended HUD funds disbursed under this Agreement;
- (4) Require repayment of HUD funds disbursed and Expended under this Agreement;
- (5) Require the immediate return to COUNTY of all funds derived from the use of HUD 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 HUD 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.

7. DEFAULT

A. A default shall consist of any use of Grant funds for a purpose other than as authorized by this Agreement or failure of SUBRECIPIENT to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the CoC Program Rule, the Application, the Technical Submission, or this Agreement. In the event of an occurrence of default, COUNTY and HUD may take one or more of the following actions:

- (1) Issue a letter of warning advising SUBRECIPIENT of the default that establishes a date by which corrective actions must be completed and puts SUBRECIPIENT on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (2) Direct SUBRECIPIENT to submit progress schedules for completing the approved activities;
- (3) Direct SUBRECIPIENT to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
- (4) Direct SUBRECIPIENT to reimburse the program accounts for costs inappropriately charged to the program; and/or
- (5) Make recommendations to HUD to reduce or recapture the Grant.

B. No delay or omission by COUNTY in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in

any SUBRECIPIENT default.

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. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full 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 pursuant to this Agreement shall be the sole property of COUNTY. The material, reports, or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. SUBRECIPIENT agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.

10. CONDUCT OF SUBRECIPIENT/ CONFLICT OF INTEREST

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

B. SUBRECIPIENT shall not, under any circumstances which could be perceived 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.

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 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.

B. SUBRECIPIENT shall maintain auditable books, records, documents, and other evidence relating to costs and expenses for this Agreement. SUBRECIPIENT shall maintain these records for at least five (5) years after final payment has been made or until pending COUNTY, state, and federal audits are completed, whichever is later.

C. Any authorized COUNTY, state or the federal representative shall have access to all books, documents, papers, electronic data and other records determined necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall

have the same right to monitor or inspect the work or services as COUNTY.

- D. If SUBRECIPIENT disagrees with an audit, SUBRECIPIENT may employ a Certified Public Accountant to prepare and file with COUNTY its own certified financial and compliance audit. SUBRECIPIENT shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. 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.

12. CONFIDENTIALITY

SUBRECIPIENT shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to this Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. 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 keep all confidential information received from COUNTY in the strictest confidence.

- A. 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.
- B. 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.
- C. SUBRECIPIENT shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. SUBRECIPIENT shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. PERSONALLY IDENTIFIABLE INFORMATION

- A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may be collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and SUBRECIPIENT may collect PII for such purposes, to the extent such activities are authorized by law.
- B. SUBRECIPIENT may use or disclose PII only to perform functions, activities or services directly related to the administration of programs or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of PII requires the express approval in writing

by COUNTY. SUBRECIPIENT shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

- C. SUBRECIPIENT agrees to the PII Privacy and Security Standards attached as Attachment II. When applicable, SUBRECIPIENT shall incorporate the relevant provisions of Attachment I into each subcontract or sub-award to subcontractors.

14. HOLD HARMLESS/INDEMNIFICATION

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

15. INSURANCE

- A. Without limiting or diminishing SUBRECIPIENT's obligation to indemnify or hold COUNTY harmless, SUBRECIPIENT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, COUNTY herein refers to the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- C. SUBRECIPIENT's 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 retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. SUBRECIPIENT shall cause SUBRECIPIENT's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, 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.
16. **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.
17. **VEHICLE LIABILITY**
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then SUBRECIPIENT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as

Additional Insured.

18. **COMMERCIAL GENERAL LIABILITY**

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

19. **PROFESSIONAL LIABILITY**

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

20. **INDEPENDENT CONTRACTOR**

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

21. **USE BY POLITICAL ENTITIES**

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 SUBRECIPIENT; COUNTY shall in no way be responsible to SUBRECIPIENT for other entities' purchases.

22. **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.

23. NO DEBARMENT OR SUSPENSION

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

24. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

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

25. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, SUBRECIPIENT agrees to comply with all applicable requirements issued under Section 306 of the Clean Air Act (33 U.S.C. 1368), U.S. Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15). These laws and regulations require SUBRECIPIENT not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

26. LEAD BASED PAINT

If applicable, SUBRECIPIENT shall comply with the requirements, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

27. ENVIRONMENTAL REQUIREMENTS

SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform any environmental review for each property, as required under 24 CFR Part 50. SUBRECIPIENT shall also perform mitigating measures required by COUNTY or select an alternate eligible property.

Until HUD has performed an environmental review under 24 CFR Part 50 and SUBRECIPIENT has received HUD approval of the property, SUBRECIPIENT, or any subcontractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a Project, or commit or expend HUD or local funds for eligible activities under this Agreement.

For all funded Applications, COUNTY will inform SUBRECIPIENT of any required additional environmental review.

28. 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).
- E. SUBRECIPIENT shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirements for child support enforcement shall constitute a material breach of this Agreement.

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

30. LOBBYING

- A. SUBRECIPIENT shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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, 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 such 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 the award document for sub-awards at all tiers, including Subcontracts, sub-grants, contracts under grants, loans, cooperative agreements, and all sub-recipients 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 a copy of the adverse action in the notice. 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; but this provision shall not require the approval of contracts of employment between the SUBRECIPIENT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.
- B. SUBRECIPIENT shall not enter into any Subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

- (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; 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.
- F. In the event that SUBRECIPIENT enters into Subcontracts with subcontractors, as provided herein, SUBRECIPIENT shall Expend one hundred percent (100%) of HUD CoC funds by the end of the Period of Performance, or HUD's expenditure deadline for the use of funds, whichever is sooner.
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 for the State of California or the U.S. District Court located in Riverside, California.

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 III. SUBRECIPIENT will sign and date Attachment III 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 Participants 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:

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

C. Services, Benefits and Facilities

SUBRECIPIENT shall not discriminate in the provision of services, the allocation of benefits,

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

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

D. Cultural Competency

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

40. NOTICES

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

COUNTY:

Housing and Workforce Solutions
3403 Tenth Street, Suite 300
Riverside, CA 92501

SUBRECIPIENT:

City of Riverside
3900 Main Street
Riverside, Ca 92522

41. 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.

42. 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.

43. MODIFICATION OF TERMS

The budget amounts and period of performance in this Agreement may be modified as allowed or approved by HUD by written request from subrecipient(s) and/or approval letter from COUNTY. Modification beyond these parameters may be made only by a written amendment signed by authorized representatives of both parties.

44. ENTIRE AGREEMENT

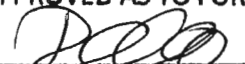
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

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

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
ASSISTANT CHIEF FINANCIAL OFFICER

APPROVED AS TO FORM


DEPUTY CITY ATTORNEY

Schedule A
Payment Provisions

A.1 METHOD, TIME, AND CONDITIONS OF PAYMENT

- a. SUBRECIPIENT shall be reimbursed by HUD, utilizing a Draw Down process, for an amount not to exceed \$208,762.00. The COUNTY shall be reimbursed by HUD for an amount not to exceed \$208,762.00. Said funds shall be spent in accordance with the line item budget below:

Budget Category	Total
Leasing	\$0.00
Rental Assistance	\$144,240.00
Support Services	\$36,000.00
Operating Costs	\$0.00
HMIS	\$10,591.00
Administrative Costs (Subrecipient) (SUBRECIPIENT)	\$8,965.50
SUBRECIPIENT TOTAL	\$199,796.50
Administrative Costs (County)	\$8,965.50
GRAND TOTAL	\$208,762.00

- The table above may be changed (without changing the total amount) as approved by HUD with written approval from HWS.
- Updated budget and spending milestone table for the subsequent terms with the total amounts awarded by HUD 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 for HUD Continuum of Care Funded Programs attached hereto as Attachment III and incorporated herein by this reference.
 - d. All completed claims must be submitted on a monthly basis no later than 30 days after the end of each month in which the services were provided. Each claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days (see A.4 DISBURSEMENT OF FUNDS for actual payment information).
 - e. All Program funds shall be expended by 12/30/2023.
 - f. SUBRECIPIENT shall ensure that funds provided under this Agreement are not used to pay developer's fees, to establish working capital, or operate deficit funds.

g. Cash or In-Kind Match Documentation

1. The SUBRECIPIENT shall provide cash or in-kind match documentation as set forth in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).
 2. In the event that SUBRECIPIENT does not meet the requirements as set forth in paragraph A.1.g.1. above, COUNTY reserves the right to suspend or terminate this Agreement.
- h. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to COUNTY by SUBRECIPIENT.
- i. Disallowed Costs include, but not limited to, any ineligible costs by the program and funding source and any costs that can be avoided or minimized under proper management and accounting principles such as late fees and penalty.

A.2 FINANCIAL RESOURCES

During the term of this Agreement, SUBRECIPIENT shall maintain sufficient financial resources necessary to fully perform its obligations. SUBRECIPIENT confirms there has been no material financial change in SUBRECIPIENT (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.3 DISALLOWANCE

If SUBRECIPIENT receives payment under this Agreement which is later disallowed by the COUNTY for nonconformance with the Agreement, SUBRECIPIENT shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to SUBRECIPIENT.

A.4 DISBURSEMENT OF FUNDS

COUNTY shall disburse funds under this Agreement to SUBRECIPIENT as follows:

- a. SUBRECIPIENT shall submit claims for reimbursement pursuant to the Budget listed in paragraph A.1.a. on a monthly basis.
- b. SUBRECIPIENT shall be reimbursed as outlined in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).

A.5 REALLOCATION OF FUNDS

Reallocating funds is one of the most important tools by which CoC Programs can make strategic improvements to their homelessness system. Through reallocation, CoC Programs can create new, evidence-informed Projects by eliminating Projects that are underperforming or are more appropriately funded from other sources. Projects with returned/unspent funds, regardless of the amount will be considered for reallocation by the CoC Board of Governance.

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 a 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.

A Budget Modification, Budget Amendment and/or any other Amendment of Agreement may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT, upon written approval from HWS. 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, and consideration for future funding opportunities.

Schedule B
Scope of Services

- A. SUBRECIPIENT shall 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 carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- B. SUBRECIPIENT shall operate the Project in accordance with the provisions of subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389) and the Continuum of Care Program rule found in 24 CFR part 578.
- C. SUBRECIPIENT shall be responsible for meeting the requirements included in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV), the Continuum of Care Program Grant Agreement between HUD and COUNTY (Attachment V), and the Application (Attachment VI). SUBRECIPIENT shall use the most current version of Attachment IV. Any subsequent changes to Attachment IV issued by HWS shall automatically be incorporated and serve as Attachment IV 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) Continuum of Care Program Grant Agreement between HUD and COUNTY, (2) the Application, (3) this Agreement, and (4) HWS Administrative Handbook for HUD Continuum of Care Funded Programs.
- D. SUBRECIPIENT shall be responsible for assuring that Participants served under this Agreement meet the criteria specified in federal law for Participants served under the CoC Program.
- E. SUBRECIPIENT must ensure that all CoC Program Participants comply with the regulations applicable to the CoC program as set forth in 2 CFR Part 200, and 24 CFR Part 578. In the event that any federal or state laws or regulations, including without limitation regulations by HUD add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, HUD Program Participants shall comply with such requirements, as amended.
- F. SUBRECIPIENT must participate in the CoC Program Coordinated Entry System (CES). The CES is a part of the Riverside County CoC's cohesive and integrated housing crisis response system with our 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.
 - 1. Participation is defined by CES training attendance, complying with Riverside County CES Policies and Procedures, data collection, valid user agreements, and entering required client data on a regular and timely basis.
<https://www.harivco.org/CountyofRiversideContinuumofCare/tabid/239/Default.aspx>
 - 2. SUBRECIPIENT shall work with the CES Lead Agency to ensure that screening, assessment and referral of program participants are consistent with the CES Policies and Procedures which is located on the County of Riverside CoC website:
<https://www.harivco.org/CountyofRiversideContinuumofCare/tabid/239/Default.aspx>

3. SUBRECIPIENT agrees to work with the CES Lead Agency and coordinate delivery of services (e.g. street outreach, housing navigation, case management, landlord incentive programs, and all other supportive services and housing assistance) to support inquiries received through the CES HomeConnect Hotline and by name list.
 4. SUBRECIPIENT agrees to participate in the CES HomeConnect Navigation Council Review Meetings facilitated by the CES Lead Agency.
 5. SUBRECIPIENT shall utilize the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) to screen individuals with high barriers to help them gain access to housing services through the CES.
 6. SUBRECIPIENT agrees to provide HUD access to CES data collected and entered into the SUBRECIPIENT'S HMIS, upon request, and to participate in any statewide data initiative as directed by HUD, including, but not limited to, a statewide data integration environment.
- G. SUBRECIPIENT shall complete and submit all items on the Project Startup Checklist and related items within the first 30 days of Period of Performance.
- H. SUBRECIPIENT shall complete and submit the Monthly Performance Report by the 10th business day of the following month. (see Attachment I.)
- I. SUBRECIPIENT shall adhere to the CoC Program Admin Handbook and HMIS Charter. (Note: CES project must also adhere to the applicable items of HUD Coordinated Entry Self Assessment.)
- J. SUBRECIPIENT shall comply with the Educational Assurance requirements as stipulated in the McKinney-Vento Homeless Education Assistance Improvements Act.
- K. SUBRECIPIENT agrees to participate in the Homeless Management Information System (HMIS).
1. Participation is defined by HMIS as training attendance, complying with Riverside County 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 for the operation 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 Continuum of Care HMIS Charter, which is located on the County of Riverside CoC website: <https://www.harivco.org/Portals/0/Documents/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: <https://www.harivco.org/Portals/0/Documents/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>

5. SUBRECIPIENT must refer to the HWS Administrative Handbook for HUD Funded Programs (Attachment III) for further HMIS recordkeeping requirements.

L. SUBRECIPIENT certifies that:

1. SUBRECIPIENT will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
2. The address or location of any family violence project assisted with Grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
3. SUBRECIPIENT will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
4. In the case of projects that provide housing or services to families, that SUBRECIPIENT will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
5. The SUBRECIPIENT, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
6. SUBRECIPIENT will provide information, such as data and reports, as required by HUD.

M. RECORDKEEPING AND REPORTING

SUBRECIPIENT shall comply with the recordkeeping and reporting requirements found in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).

N. MONITORING GRANT ACTIVITIES

SUBRECIPIENT shall comply with the monitoring of grant activity requirements found in the HWS Administrative Handbook for HUD Continuum of Care Funded Programs (Attachment IV).

O. SCOPE OF WORK

SUBRECIPIENT shall provide critical and quality services to assist individuals and individuals with families (with veterans and veterans with families as the priority population) to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. As part of a comprehensive continuum of services for individuals, guided by Individualized Service Plans, **SUBRECIPIENT shall administer the following Project:**

1. Project Description

SUBRECIPIENT shall provide critical and quality services to assist individuals and individuals with families (with veteran and veterans with families as the priority population) to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. As part of a comprehensive continuum of services for individuals guided by Individualized Service Plans, SUBRECIPIENT shall administer the following project:

The project provides rapid rehousing services throughout Riverside County to homeless families that meet Continuum of Care Program eligibility criteria. Program participants are referred through the County of Riverside Coordinated Entry System (CES). This project follows a Housing First approach to quickly and successfully connect families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry. Supportive services provided to program participants include assessment of services; monthly case management; employment assistance and job training; food; housing search and counseling services; life skills training; mental health services; outreach services; substance abuse treatment services; transportation; utility deposits; referrals to additional community-based services; and other services as needed. The project participates in the Homelessness Management Information System (HMIS) and follows the Continuum of Care Riverside County HMIS Charter and the HMIS Data Standards released by U.S Department of Housing and Urban Development (HUD).

2. Project Performance Period Schedule

From 07/01/2022 to 12/30/2023

Under exceptional circumstance, the project's performance period schedule may change as allowed or required by HUD.

3. Project Detail

Project Component Type:	Permanent Housing – Rapid Rehousing
Specific Population Focus:	Homeless individuals and Families
100% Dedicated/DedicatedPLUS:	N/A
# of Units:	10
# of Beds:	15
# of Dedicated CH Beds:	N/A
Housing Type and Location:	Clustered Apartments
Address:	2825 Mulberry Street, Riverside, CA 92501
Funding Costs for:	Rental Assistance; Supportive Services; HMIS

- Updated project detail table for the subsequent terms awarded by HUD will be provided by HWS when available.

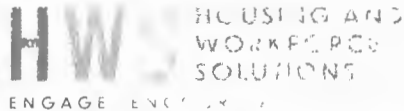
4. Outcomes (Data and Analysis)

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

Outcome Performance Measures	Total
# of Units / Households served through [rapid rehousing]	Minimum 10

# of Beds / Persons served through [rapid rehousing]	Minimum 15
% Persons exited achieved housing stability	Minimum 90%
% Persons exited back into homelessness	Maximum 10%
Mainstream benefit attainment	Minimum 80%
Increase in income/employment	Minimum 30%

- Subrecipient must meet 100% of the Outcome Performance Measure(s) in the table above in each month during the last 12 months of the Period of Performance for new projects or during the entire 12 months of the Period of Performance for renewal projects.
- Updated outcomes table for the subsequent terms awarded by HUD will be provided by HWS when available.

ATTACHMENT I
MONTHLY PERFORMANCE REPORT

Monthly Performance Report

for the month of _____, 20

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

Organization Name: _____
Project Name: _____
Contact Person: _____ **Position:** _____
Email: _____ **Phone Number:** _____
Project Start Date: _____ **Project End Date:** _____
Total Award Amount: _____

Part 1: Program Performance

(Please attach support documentation such as data/reports from HMIS or comparable database for DV projects)

Measures per Contract	Contract Total	Accumulated Actual	Actual % of Goal
# of Units / Households served	Minimum 60		%
# of Beds / Persons served	Minimum 80		%
% Persons achieved housing stability	Minimum 90%		%
% Persons exited back into homelessness	Maximum 10%		%
Mainstream benefit attainment	Minimum 80%		%
Increase in income/employment	Minimum 30%		%

Part 2: Fiscal Performance

Budget Categories	Contract Total	Accumulated Actual	Actual % of Goal
Leasing	\$	\$	%
Rental Assistance	\$	\$	%
Supportive Services	\$	\$	%
Operating Costs	\$	\$	%
HMIS	\$	\$	%
Administrative Costs (Subrecipient)	\$	\$	%
Subrecipient Total	\$	\$	%

Part 3: Challenges:

•

Part 4: Request for Training / Technical Assistance

•

Part 5: Comments / Remarks

•

ATTACHMENT II
Privacy and Security Standards

I. PHYSICAL SECURITY

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

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

II. TECHNICAL SECURITY CONTROLS

- A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines

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

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

timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

- J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
 - 1. Data is confidential;
 - 2. Systems are logged;
 - 3. System use is for business purposes only, by authorized users; and
 - 4. Users shall log off the system immediately if they do not agree with these requirements.
- K. System Logging.
 - 1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
 - 2. The audit trail shall:
 - a. Be date and time stamped;
 - b. Log both successful and failed accesses;
 - c. Be read-access only; and
 - d. Be restricted to authorized users.
 - 3. If PII is stored in a database, database logging functionality shall be enabled.
 - 4. Audit trail data shall be archived for at least three (3) years from the occurrence.
- L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- M. Transmission Encryption.
 - 1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 - 2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 - 3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

- A. System Security Review.
 - 1. The Contractor must ensure audit control mechanisms are in place.
 - 2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 - 3. Reviews should include vulnerability scanning tools.
- B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- C. Change Control. All systems processing and/or storing PII must have a documented

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

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- A. Emergency Mode Operation Plan. The Contractor must develop a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- C. Data Backup and Recovery Plan.
 - 1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - 2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - 3. The procedures shall include storing backups offsite.
 - 4. The procedures shall ensure an inventory of backup media.
 - 5. The Contractor shall have established documented procedures to recover PII data.
 - 6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

- A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.

G. Faxing.

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

H. Mailing.

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

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

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

Breaches should be referred to:

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

ATTACHMENT III
Assurance of Compliance

HUD-41901OHP (5-66) (Formerly CPA-1901)

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ASSURANCE OF COMPLIANCE
WITH DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATIONS UNDER TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964**

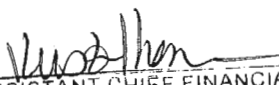
_____ (hereinafter called the (Name)
"Applicant") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and all requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR, Subtitle A, Part 1) issued pursuant to that Title, to the end that, in accordance with Title VI of the Act and the Regulations, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Housing and Urban Development, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

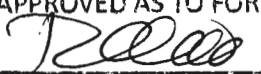
If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department of Housing and Urban Development, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision or similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department of Housing and Urban Development.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal loans, advances, grants, properties, contracts or other Federal financial assistance extended after the date hereof to the Applicant by the Department of Housing and Urban Development, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Date_____
SUBRECIPIENT's Authorized Signature3900 Main Street
Riverside, Ca 92522_____
Address of Vendor/Recipient
(08/13/01)

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
ASSISTANT CHIEF FINANCIAL OFFICER

Page 35 of 74
APPROVED AS TO FORM

DEPUTY CITY ATTORNEY

ATTACHMENT IV
ADMINISTRATIVE HANDBOOK
HUD CONTINUUM OF CARE PROGRAM
2019 & 2020 GRANTS



**HOUSING AND
WORKFORCE
SOLUTIONS**

ENGAGE. ENCOURAGE. EQUIP.

**ADMINISTRATIVE HANDBOOK
HUD CONTINUUM OF CARE PROGRAM
2019 & 2020 GRANTS**



Issue Date: August 31, 2021

HUD CONTINUUM OF CARE PROGRAM TABLE OF CONTENTS

Topic	Page
<u>Introduction</u>	4
<u>HWS CoC Contacts</u>	4
<u>Glossary</u>	5
A. <u>Fiscal Components</u>	6
1. <u>Claims</u>	6
2. <u>Claim Forms</u>	6
3. <u>Time & Activity Reports</u>	6
4. <u>Reimbursements/Disbursement of Funds</u>	6
5. <u>Match</u>	7
6. <u>Program Income</u>	8
7. <u>Supporting Documentation</u>	8
8. <u>Fees and Mileage</u>	10
9. <u>Capital Purchases</u>	10
10. <u>Procurement Standards</u>	11
11. <u>Indirect Costs</u>	11
12. <u>Identifying Line Items</u>	11
13. <u>Budget Modifications</u>	12
14. <u>Advances</u>	13
15. <u>Subcontracts</u>	13
B. <u>Unexpended Funds and Close-Outs</u>	14
C. <u>Inspection and Audits</u>	14
D. <u>Withheld Payments</u>	15
E. <u>Fiscal Accountability</u>	15
F. <u>Availability of Funding</u>	15
G. <u>Reporting</u>	16
H. <u>Recordkeeping Requirements</u>	16
I. <u>Participation in Coordinated Entry System</u>	18
J. <u>Assessment and Monitoring</u>	19
K. <u>Housing Quality Standards</u>	20
L. <u>Lease Agreement</u>	21
M. <u>Rent Reasonableness</u>	21
N. <u>HEARTH Act Compliance</u>	22
O. <u>Housing First</u>	24
P. <u>Affirmatively Furthering Fair Housing</u>	25
Q. <u>Equal Access Rule</u>	25
R. <u>Violence Against Women Act</u>	26
S. <u>Environmental Requirements</u>	26

<u>T. Termination of Assistance to Program Participants</u>	26
<u>U. Project Renewals</u>	26
<u>V. Criminal Background</u>	27
<u>CoC Program Reference Guide</u>	27

ATTACHMENTS

<u>Exhibit A - 3106 (HUD Programs Claim Form)</u>	29
<u>Exhibit B - HUD Continuum of Care Time/Activity Report</u>	30
<u>Exhibit C - Program Income Report</u>	31
<u>Exhibit D - HUD 52580 HQS Inspection Checklist</u>	32
<u>Exhibit E- Rent Reasonable Checklist and Certification</u>	39

INTRODUCTION

This handbook provides project administration guidelines and financial reporting requirements for Subrecipients under contract with Riverside County Department of Housing and Workforce Solutions (HWS) to operate the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program. This handbook does not supersede any law, regulation, or policy issued by the U.S. Government or HUD with regard to this program.

Assistance to individuals experiencing homelessness was authorized by the McKinney-Vento Homeless Assistance Act of 1987 as amended by the Housing and Community Development Act of 1992, approved October 28, 1992. The Act established numerous programs to promote the development of housing and supportive services to assist persons experiencing homelessness in the transition from streets and shelters to permanent housing and to achieve maximum self-sufficiency. The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, consolidates three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program known as the Continuum of Care (CoC) Program. The HEARTH Act also codifies in law the Continuum of Care planning process, a longstanding part of HUD's application process to assist homeless persons by providing greater coordination in responding to their needs.

HWS, as the HUD 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 policies and procedures as well as provide the appropriate federal codes and regulations for the HUD Continuum of Care Program to ensure compliance.

HWS CoC CONTACTS

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

<https://www.harivco.org/ContinuumofCareDivision/tabid/235/Default.aspx>

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

GLOSSARY

AFHH – Affirmatively Furthering Fair Housing

APR – Annual Performance Report

CPA – Certified Public Accountant

CES – Coordinated Entry System

CFR – Code of Federal Regulations

CoC – Continuum of Care

E-SNAPS – Electronic Special Needs Assistance Programs

HWS – Housing and Workforce Solutions

HMIS – Homeless Management Information System

HQS – Housing Quality Standards

HUD – Housing and Urban Development

LGBT – Lesbian, Gay, Bisexual, Transgender

MOU – Memorandum of Understanding

NOFA – Notice of Funding Availability

OMB – Office of Management and Budget

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

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

VAWA – Violence Against Women Act

A. FISCAL COMPONENTS

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

Specific regulations for HUD CoC grants are covered in 2 CFR Part 200 and 24 CFR Part 578 (Continuum of Care Program).

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

1. CLAIMS

Due to the large volume of paperwork associated with most grants, generally, electronic claims are not accepted. A claim will not be considered as received until a hard copy of the claim with an original signature on the 3106 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 3106 HUD Programs Claim Form (see attached) 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 3106 claim form is updated during the grant period, the most current version of the 3106 form should be used.

3. TIME & ACTIVITY REPORTS

Time & Activity (T&A) reports (see attached) 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 reimbursement are:

- Lack of documentation
- Incomplete documentation
- Unclear documentation

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

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

5. MATCH (24 CFR §578.73)

All eligible funding costs, except leasing, must be matched with no less than a 25 percent cash or in-kind contribution. No match is required for leasing. The match requirements apply to project administration funds, along with the traditional expenses—operations, rental assistance, supportive services, and HMIS. Match must be met for each operating year. Match must be submitted with each monthly claim.

Match can be cash or in-kind. Matching funds provided by the Subrecipient must be money provided to the project by one or more of the following: the Subrecipient, the federal government, state and local governments, and/or private resources. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements. Match provided by other funding sources must be eligible to be used as match for the CoC program.

For an in-kind match, the Subrecipient may use the value of property, equipment, goods, or services contributed to the project, provided that, if the Subrecipient had to pay for such items with grant funds, the costs would have been eligible. If third-party services are to be used as a match, the Subrecipient and the third-party service provider that will deliver the services must enter into a memorandum of understanding (MOU)—**before the grant is executed**—documenting that the third party will provide such services and value towards the project.

All match must be for eligible activities and must follow the same documentation

requirements as a reimbursement request.

If sufficient match is not included in each monthly claim to meet the required match percentage, HWS reserves the right to move reimbursement requests to match to fulfill the match requirement.

6. PROGRAM INCOME (24 CFR §578.97)

Subrecipients may use program income on any eligible costs in Subpart D of the CoC Program Interim Rule. Therefore, Subrecipients are prohibited from using program income on any costs that would not be eligible to charge to the CoC Program grant. Subrecipients must document that the program income was expended in accordance with the requirements of the CoC Program. With each monthly claim the Program Income Report (see attachment) must be submitted to show how the Program Income has been expended. Reimbursement is contingent on the inclusion of this report with each claim.

7. 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, 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 original Technical Submission/Application.

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 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.

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 that it is being claimed in. For example, an unusual cost being claimed to Supportive Services should include a programmatic justification

demonstrating how it fits into one of the categories under 24 CFR §573.53 (Supportive services).

Fiscal staff reviews each claim for expenses that are:

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

HUD has provided the following guidance on reasonable costs:

"Costs are considered 'reasonable' if they do not exceed what a prudent person would incur under similar circumstances. All costs must pass the 'rational person' test by meeting all of the following criteria:

The cost would be recognized as ordinary and necessary for the operation of the organization and/or project.

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

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

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

DOCUMENTATION REQUIRED BY HWS FISCAL PRIOR TO CLAIMING

At contract execution, all third-party MOU's must be received.

At time of client housing move-in:

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

CLAIM DOCUMENTATION REQUIRED BY HWS

LEASING / RENTAL ASSISTANCE
● Invoice or documentation of rent amount and due date
● Proof of payment (cancelled check or check stub)
● Rent Reasonableness
STAFF (Leasing/RA, Operations, Supportive Services, HMIS, Admin)
● Time Sheet
● Time and Activity Report
● Pay Stub or Payroll Report
EXPENSES (Operations, Supportive Services, HMIS, Admin)

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

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

8. FEES AND MILEAGE

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

ELIGIBLE	NOT ELIGIBLE
Reconnection fees for utilities	Late fees on utilities that are either in the clients' name or in the agencies name
Utility arrears (as long as an invoice is included that shows the service period is within the grant period)	Late fees for rent
Money order fees	Tips, service fees and delivery fees for groceries
Convenience fees for online or phone payments	Credit card interest
Debit card fees	
Bag fees for groceries	

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

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

9. CAPITAL PURCHASES (2 CFR §200.439)

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 was made using the federal procurement standards referenced in 2 CFR §200.318, §200.319, and §200.320.

10. PROCUREMENT STANDARDS

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

11. INDIRECT COSTS

HWS, with HUD's approval, has elected to allow Direct Costs only.

12. IDENTIFYING LINE ITEMS

- Leasing (24 CFR §578.49)
- Rental Assistance (24 CFR §578.51)
- Supportive Services (24 CFR § 578.53)
 - Annual Assessment of Service Needs
 - Assistance with Moving Costs
 - Case Management
 - Child Care
 - Education Services
 - Employment Assistance and Job Training
 - Food
 - Housing Search and Counseling Services
 - Legal Services
 - Life Skills Training
 - Mental Health Services
 - Outpatient Health Services
 - Outreach Services
 - Substance Abuse Treatment Services
 - Transportation
 - Utility Deposits
 - Direct Provision of Services
- Operating Costs (24 CFR §578.55)
 - Maintenance and Repair of Housing
 - Property Taxes and Insurance
 - Replacement Reserves
 - Building Security
 - Electricity, Gas, and Water
 - Furniture
 - Equipment (lease, buy)

- HMIS (24 CFR §578.57)
 - Equipment
 - Software
 - Services
 - Personnel
- Administration (24 CFR §578.59)

13. BUDGET MODIFICATIONS (24 CFR §578.105)

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

- **Changes within a Budget Category**

Changes can be made to individual line items within a category, if all of the following conditions are met:

- The total amount of the Agreement does not change;
- The Subrecipient delivers a written request to HWS, that adequately documents the need for a change and specifically identifies the items to be reduced/increased;
- The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- Modification requests (i.e., other than rollovers) must be submitted to HWS before or upon submission of the final claim.

- **Changes between Budget Categories (up to 10 percent)**

Changes can be made between categories of up to 10 percent over the life of the grant, if all the following conditions are met:

- The total amount of the Agreement does not change;
- The Subrecipient delivers a written request to HWS, that adequately documents the need for a change and specifically identifies the categories and line items to be reduced/increased;
- The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- Modification requests must be submitted to HWS no later than **ninety (90) days** prior to the end of the grant period.

- **Major Changes**

Changes from the initial application that substantially affect the grant. All requests for major changes must be approved in writing by HWS prior to implementing the change. No requests will be approved retroactively. The following are examples of significant changes:

- a change in project site;
- additions and deletions of eligible activities;
- a shift of 10 percent or more of funds from one approved activity to another over the life of the grant;
- a change in the target population; or
- a change in the number of participants to be served.

- **Conditions for Approval**

Changes may be approved if all the following conditions are met:

- The Subrecipient delivers a written request to HWS, no later than **ninety (90) days** prior to the end of the grant, and adequately documents the need for change; and
- approval is received by HUD.

- **Requests for Approval**

Request will be forwarded to HUD for their approval and any one of the following will take place:

- HUD will approve change as requested;
- HUD will approve change and reduce dollars;
- HUD will deny request.

14. ADVANCES

Advance requests are currently on hold, pending guidance from HUD.

15. SUBCONTRACTS

Subrecipient must provide copies of any subcontracts or MOU's for any services (including In- Kind Match) that will be provided under this grant prior to those services being provided.

B. UNEXPENDED FUNDS AND CLOSEOUTS (2 CFR §200.344, 24 CFR §578.109)

The Subrecipient shall complete all necessary closeout procedures, including the APR, required by HWS within a period of not more than sixty (60) calendar days from the expiration date of this Agreement. This time period will be referred to as the financial closeout period. After the expiration of the financial closeout period, those funds not paid to the Subrecipient under this Agreement shall be recaptured by HUD. HWS is not liable for any expenses or costs associated with this Agreement after the expiration of the financial closeout period.

C. INSPECTION AND AUDITS

1. The Subrecipient shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement (refer to Recordkeeping Requirements).
2. Authorized representatives of HWS and the federal 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.
3. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for five (5) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later.
4. Should the Subrecipient disagree with any audit conducted by HWS, the Subrecipient shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with HWS a certified financial and compliance audit (in compliance with generally accepted government auditing standards) of related services provided during the term of this Agreement. The Subrecipient will not be reimbursed by HWS for such an audit.
5. In the event the Subrecipient does not make available its books and financial records at the location where they are normally maintained, the Subrecipient agrees to pay all necessary and reasonable expenses, including legal fees, incurred by HWS in conducting any audit.
6. All Agreement deliverables and equipment furnished or utilized in the

performance of this Agreement shall always be subject to inspection by HWS during the term of this Agreement. The Subrecipient shall provide adequate cooperation to any employee assigned by HWS in order to permit their determination of the Subrecipient's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

D. WITHHELD PAYMENTS

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

E. 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 accounting standards established in 2 CFR Part 200.

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

F. 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 HUD, 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.

G. REPORTING

Reporting due dates are determined by a project's operating start date. Each year is funded separately, and funds cannot be automatically rolled over from one year to another. Funds also may not be rolled over from one contract to another. Please note that different programs have different operating start dates.

1. The Subrecipient agrees to follow HWS instructions and guidance to complete the following reports in e-snaps, SAGE or any other system designated by HUD. Failure to submit these reports may lead to a delay in receiving future grant funds.
 - Preliminary Annual Performance Report (APR) around 3 to 6 months prior to end of the operating year. The Preliminary APR is a mechanism to ensure the quality of the actual APR proactively.
 - Annual Performance Report (APR) within sixty (60) days after the end of each operating year. Upon review for completeness and accuracy, HWS staff will submit the APR to HUD as required.
2. Additional reports may be requested at any time by HWS and/or HUD to meet other applicable reporting or audit requirements, as well as evaluating project performance.

H. RECORDKEEPING REQUIREMENTS

The Subrecipients must establish, maintain and implement written standard operating procedures for ensuring that Continuum of Care program funds are used in accordance with the recordkeeping requirements and must establish and maintain sufficient records to enable HWS/HUD to determine whether the Subrecipient is meeting the requirements of 24 CFR §578.103.

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

person who entered the data, the date of entry, and the change made, and if the HMIS prevents overrides or changes of the dates on which entries are made.

2. As part of the Chronically Homeless definition, evidence that the individual is a homeless individual with a disability must include documentation at intake of the evidence relied upon to establish and verify the disability of the person applying for homeless assistance. Acceptable evidence of the disability includes written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long-continuing or of indefinite duration and substantially impedes the individual's ability to live independently; written verification from the Social Security Administration; the receipt of a disability check (e.g., Social Security Disability Insurance check or Veteran Disability Compensation); intake staff-recorded observation of disability that, no later than 45 days from the application for assistance, is confirmed and accompanied by the required evidence.
3. Subrecipient must ensure that records of all grant activities are complete and correct to enable HWS/HUD to determine whether recipient and Subrecipients are meeting CoC Program Interim Rule 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.

4. Program participant records. In addition to evidence of homeless or chronically homeless status, as applicable, the Subrecipient must keep records for each program participant that document:
 - Coordinated Entry System (CES): Subrecipients must retain evidence of referral received from CES and/or HomeConnect that initiated program assistance.
 - Services provided: All services, assistance and type of supportive services provided to the program participant (at least one documented activity per month), including evidence that the Subrecipient has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR §578.37(a)(1)(ii)(F), must be documented in the participant file. Where applicable, compliance with the termination of assistance requirement in 24 CFR §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 specified by HUD and completed by the Subrecipient; and source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the 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 24 CFR §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 (see attachment).
- Housing standards: The Subrecipient must retain documentation of compliance with the housing standards in 24 CFR §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. PARTICIPATION IN COORDINATED ENTRY SYSTEM (24 CFR §578.7, 24 CFR §578.23)

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

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

- make it easier for persons experiencing homelessness or a housing crisis to access the appropriate housing and service interventions;
- prioritize persons with the longest histories of homelessness and the most extensive needs;
- lower barriers to entering programs or receiving assistance; and,

- ensure that persons receive assistance and are housed as quickly as possible.

J. ASSESSMENT AND MONITORING

Riverside County is on record as the applicant and grantee for the HUD grant funds. As such, Riverside County HWS is responsible for ensuring that the funds received by Subrecipients are utilized according to federal law and policy, and that goals established in the Project Application, Technical Submission, and Contract are being met. To ensure that the County and Subrecipients comply with HUD and all applicable policies, HWS will conduct program, financial, and contract compliance monitoring visits at least once annually.

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

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

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

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

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

1. A monitoring session (whether onsite or virtual) of the homeless service provider shall occur whenever deemed necessary by HWS, 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 HUD in the Continuum of Care Program. 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 CoC award to HWS and may be prohibited from any further participation in the CoC Program. HWS may impose any other actions permitted under 24 CFR §576.501(c).

K. HOUSING QUALITY STANDARDS

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

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

Housing provided to a CoC program participant must be decent, safe, and sanitary. This applies to leased housing and where rental assistance payments are made. 24 CFR §578.75(b).

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.

Subrecipients must follow the HQS General Requirements listed below and must complete HUD 52580 HQS Inspection Checklist (24 CFR §982.401). See Exhibit D on page 32.

1. Sanitary facilities;
2. Food preparation and refuse disposal;
3. Space and security;
4. Thermal environment;
5. Illumination and electricity;

6. Structure and materials;
7. Interior air quality;
8. Water supply;
9. Lead-based paint;
10. Access;
11. Site and neighborhood;
12. Sanitary condition; and
13. Smoke Detectors.

Following are the types of inspections to be performed:

1. Initial: An inspection that must take place to ensure that the unit passes HQS before assistance can begin; this inspection is conducted upon receipt of Request for Tenancy Approval;
2. Annual: An inspection to determine that the unit continues to meet 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 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, to meet HUD requirements. The purpose of Quality Control inspections is to ascertain that Subrecipients are conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of HQS.

L. LEASE AGREEMENT (24 CFR §578.51)

Lease agreement is a statutory requirement and requires a lease that has an initial term of at least one year, is renewable, and is terminable only for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

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

M. RENT REASONABLENESS (24 CFR §578.51)

The Subrecipient must determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted

units, considering the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units.

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

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

N. HEARTH ACT COMPLIANCE

This section is to ensure compliance with the requirements of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH Act): Continuum of Care (CoC) Program Interim Rule.

1. Participation of Homeless Individuals

The HEARTH Act CoC Program Interim Rule states that the recipient or Subrecipient must document its compliance with the homeless participation requirements under 24 CFR §578.75(g), which is as follows:

Participation of homeless individuals.

1. Each Subrecipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the Subrecipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if a Subrecipient is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions.
2. Each Subrecipient of assistance under this part must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing supportive services for the project.

2. Faith-Based Activities

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

The HEARTH Act CoC Program Interim Rule states that the Subrecipient must document its compliance with faith-based activities requirements under 24 CFR §578.87(b), which is as follows:

Faith-based activities.

1. Equal treatment of program participants and program beneficiaries.
 - (i) Program participants: Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Continuum of Care program. Neither the Federal Government nor a State or local government receiving funds under the Continuum of Care program shall discriminate against an organization on the basis of the organization's religious character or affiliation. Recipients and Subrecipients of program funds shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
 - (ii) Beneficiaries: In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
2. Separation of explicitly religious activities: Subrecipients of Continuum of Care funds that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such services outside of programs that are supported with federal financial assistance separately, in time or location, from the programs or services funded under this part, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services.
3. Religious identity: A faith-based organization that is a Subrecipient of Continuum of Care program funds is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and

expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, 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 Continuum of Care program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

3. Involuntary Family Separation

The HEARTH Act CoC Program Interim Rule states that the recipient or subrecipient must document its compliance with involuntary family separation requirements under 24 CFR §578.93(e), which is as follows:

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.

4. Discrimination Policy

Federal and California State laws note that discrimination can be based on race, color, national origin or gender. Discrimination can also be based on age, religion, disability, familial status or sexual orientation.

O. HOUSING FIRST

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

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

P. AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

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

Q. EQUAL ACCESS RULE

Subrecipients are required to abide by HUD's Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity final rule 24 CFR Parts 5, 200, 203, 236, 400, 570, 574, 882, 891, and 982. This rule clarifies that all otherwise eligible families, regardless of marital status, sexual orientation, or gender identity, will have the opportunity to participate in HUD programs. In the majority of HUD's rental programs, the term "family" already has a broad scope and includes a single person and families with or without children. HUD's rule clarifies that otherwise eligible families may not be excluded because one or more members of the family may be a lesbian, gay, bisexual, and/or transgender (LGBT) individual, have an LGBT relationship, or be perceived to be such an individual or in such relationship.

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

R. VIOLENCE AGAINST WOMEN ACT (VAWA)

The Violence Against Women Reauthorization Act of 2013 (VAWA 2013) significantly expanded housing protections to victims of domestic violence, dating violence, sexual assault, and stalking across HUD's core housing and homelessness programs. Subrecipients must comply with the VAWA final rule.

S. ENVIRONMENTAL REQUIREMENTS

The Subrecipient shall cooperate with HWS staff and supply all available, relevant information necessary for HWS to perform for each property any environmental review as required under 24 CFR Part 50. The Subrecipient shall also carry out mitigating measures required by HWS or select an alternate eligible property.

The Subrecipient, or any subcontractor of the Subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the Subrecipient has received HUD approval of the property.

For all funded applications, HWS will inform the Subrecipient of any required additional environmental review.

T. TERMINATION OF ASSISTANCE TO PROGRAM PARTICIPANTS (24 CFR §578.91)

The interim rule provides that a recipient may terminate assistance to a participant who violates program requirements or conditions of occupancy. The recipient must provide a formal process that recognizes the due process of law. Recipients may resume assistance to a participant whose assistance has been terminated. Recipients that are providing permanent supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all circumstances in determining whether termination is appropriate. Under this interim rule, HUD has determined that a participant's assistance should be terminated only in the most severe cases.

U. PROJECT RENEWALS (24 CFR §578.33)

If the Subrecipient wishes to renew its contract with Riverside County HWS, the Subrecipient will need to apply through the HUD NOFA (Notice of Funding Availability) competitive process during the final year of the active grant.

All approved renewal applications will be submitted as part of the County's Consolidated Application. Problems that could prevent a program from being submitted for renewal, or receiving a low-ranking score include, but are not limited to, failure to meet program goals, low performance, mismanagement of funds, or failure to serve the

population targeted in the project application.

During the application process, all applications are evaluated and ranked by an independent review panel. The review and evaluation process is approved by the CoC Board of Governance and include evaluation of project performance, compliance with rules and regulations and cost effectiveness.

V. CRIMINAL BACKGROUND

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

CoC PROGRAM REFERENCE GUIDE

1. 24 CFR Part 578 (Continuum of Care Program)
<https://www.ecfr.gov/cgi-bin/text-idx?node=pt24.3.578>
2. McKinney-Vento Homeless Assistance Act as Amended
<https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>
3. 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
<https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>
4. HUD Exchange
<https://www.hudexchange.info/programs/coc/>
5. Sage HMIS Reporting Repository
<https://www.sagehmis.info/>
6. Coordinated Entry Policy Brief
<https://www.hudexchange.info/resource/4427/coordinated-entry-policy-brief/>
7. Riverside County CoC Division and Funded Programs Website
<https://www.harivco.org/HousingandUrbanDevelopmentContinuumofCareProgram/tabid/238/Default.aspx>

EXHIBIT A

Continuum of Care Program

Grant No. _____ Claim No. _____

Prepared by: _____ Tel #/Ext. _____

Name of Payee: _____
(Agency) (Tax ID or SSN)

Address: _____
 (Street) (City) (State) (Zip Code)

Line Item	Activity	Line Item	Activity	Line Item	Activity
1010	Acquisition	1040	Rental Assistance	1062	COC Planning
1020	Rehabilitation	1050	Supportive Services	1100	Leasing
1021	New Construction	1051	HMIS	1120	Other
1030	Operating Cost	1060	Administrative Cost		

Date of Service: _____

For County Use Only

Line Item	Activity	Description	Cash/In-Kind Match	Amount Billed	Amount Paid
TOTAL					

PLEASE NOTE: All source documents and proof of payment have been attached. These source documents include invoices (not billing statements), payroll registers, receipts and contracts. Proof of payment is herein attached in the form of copies of checks or warrants.

I declare under penalty of perjury that the foregoing is true and correct.

Authorized Signature: _____ Date of Request: _____

For County Use Only			
Business Unit:	_____	Purchase Order #:	_____ Invoice #: _____
Dept. ID:	_____	If amount authorized is different from amount requested, please explain:	
Fund:	_____	_____	
Account:	_____	_____	
Program:	_____	Program:	_____ Date: _____
Project/Grant:	_____	MRU:	_____ Date: _____
Vendor Code:	_____	Contracts:	_____ Date: _____

EXHIBIT B

HUD CONTINUUM OF CARE TIME/ACTIVITY REPORT
SUBRECIPIENT NAME - EMPLOYEE NAME

DATES: (dates for pay period)

GRANT #:

	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
LEASING/RENTAL ASSISTANCE																																
Leasing/Rental Assistance																																0.00
Total Leasing/RA																																0.00
SUPPORTIVE SERVICES																																
Assessment of Service Needs																																0.00
Assistance with Moving Costs																																0.00
Case Management																																0.00
Child Care																																0.00
Education Services																																0.00
Employment Assistance																																0.00
Food																																0.00
Housing/Counseling Services																																0.00
Legal Services																																0.00
Life Skills																																0.00
Mental Health Services																																0.00
Outpatient Health Services																																0.00
Outreach Services																																0.00
Substance Abuse Treatment Services																																0.00
Transportation																																0.00
Utility Deposits																																0.00
Direct Provision of Svcs																																0.00
Total Supp. Svcs.																																0.00
OPERATIONS																																
Maintenance/Repair																																0.00
Property Taxes and Insurance																																0.00
Building Security																																0.00
Electricity, Gas & Water																																0.00
Furniture																																0.00
Equipment																																0.00
Total Operations																																0.00
HMIS																																
Personnel																																0.00
Total HMIS																																0.00
ADMIN																																
Admin																																0.00
Total Admin																																0.00
NON-PROJECT																																
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	

Total Hours 0.00
 Total Fringe Hrs 0.00
 Difference 0.00
 Actual Hrs - Leasing/RA 0.00
 Actual Hrs - Supp. Svcs. 0.00
 Actual Hrs - Operations 0.00
 Actual Hrs - HMIS 0.00
 Actual Hrs - Admin 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 _____

revised 9/10/2013

SUBRECIPIENT NAME:

GRANT #:

Page 65 of 39

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. 1577-0169
Exp. 07/31/2021

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 ☐ Special ☐ Reinspection ☐		Date of Last Inspection (mm/dd/yyyy)	PHA
A. General Information			Housing Type (check as appropriate) ☐ Single Family Detached ☐ Duplex or Two Family ☐ Row House or Town House ☐ Low Rise: 3, 4 Stories, Including Garden Apartment ☐ High Rise: 5 or More Stories ☐ Manufactured Home ☐ Congregate ☐ Cooperative ☐ Independent Group Residence ☒ Single Room Occupancy ☐ Shared Housing ☐ Other
Inspected Unit		Year Constructed (yyyy)	
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)

☐ Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
☐ Fail			
☐ Inconclusive			

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

Page 1 of 8

form HUD-52580 (7/2019)

* 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 Pass	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-52580 (7/2018)

Item #	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	(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				☐ Not Applicable	
	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?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location ☐	(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				☐ Not Applicable	
	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?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location ☐	(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				☐ Not Applicable	
	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?					

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	(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				Not Applicable	
	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?					
4.10	Smoke Detectors					
4.1	Room Code* and Room Location	(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				Not Applicable	
	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?					
4.10	Smoke Detectors					
	5. All Secondary Rooms (Rooms not used for living)					
5.1	None Go to Part 6					
5.2	Security					
5.3	Electrical Hazards					
5.4	Other Potentially Hazardous Features in these Rooms					

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/1st 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 ☐

EXHIBIT E**RENT REASONABLENESS CHECKLIST AND CERTIFICATION**

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities				
Unit:				
Site:				
Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent				
Utility Allowance				
Gross Rent				
Handicap Accessible?				

CERTIFICATION:**A. Compliance with Payment Standard**

Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed applicable Payment Standard of

\$_____.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [] is [] is not reasonable.

Name:	Signature:	Date:
-------	------------	-------