

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

222



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
December 15, 2009

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL
DPSS PROJECT SPONSOR AGREEMENT—HO-01493**

RECOMMENDED MOTION: That the Board of Supervisors ratify and:

1. Authorize the Chairman of the Board to sign the attached renewal Project Sponsor Agreement [HO-01493] between DPSS and ABC Recovery Center, in the amount of \$42,192 for the period of December 1, 2009 through November 30, 2010.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the Project Sponsor Agreement, including amendments to the compensation provision that do not exceed annual CPI rates; and
3. Authorize the Director of DPSS to administer the Project Sponsor Agreement with ABC Recovery Center.

Susan Loew

Susan Loew, Director

(CONTINUED – 2 pages in total)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 21,096	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10
SOURCE OF FUNDS: 100% Federal Funds—HUD Supportive Housing Program				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Larisa R-Mckenna* 11/16/09
DATE
LARISSA R-MCKENNA
Departmental Concurrence

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

Dept't Recomm.: Consent Policy Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: (10/21/08, #3.46) | **District:** 4 | **Agenda Number:**
ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.20

TO: BOARD OF SUPERVISORS

DATE: December 15, 2009

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
RENEWAL PROJECT SPONSOR AGREEMENT—HO-01493**

BACKGROUND:

On October 23, 2008, DPSS submitted an application for Homeless Assistance funds to the U.S. Department of Housing and Urban Development (HUD). On February 20, 2009, HUD announced three new and eighteen renewal grants for Riverside County's homeless projects which included the renewal of the Transitional Living Village Supportive Housing Program, sponsored by ABC Recovery Center.

The Transitional Living Village is a 40 bed project which provides short term transitional housing to individuals recovering from substance abuse. Residents are offered aftercare services as well as life skills training.

According to the latest Annual progress report for the period December 1, 2007 through November 30, 2008, 110 individuals were assisted. Eighty-five percent (85%) of participants achieved a stable income within three months of entry into the program. Forty-two percent (42%) of participants who exited went into permanent housing.

There are no changes to the persons to be served, the service site(s), or service modalities between this Agreement and the most recent Agreement that expired on November 30, 2009.

Historically, there has been a delay (up to nine months) by HUD's Los Angeles Field Office in processing Grant Agreements and Project Sponsors have continued to deliver services in advance of receiving funding; this provides an undue cash flow problem for the project sponsors. DPSS will use Fund Balance to cover this Agreement and will be reimbursed by HUD when the Grant Agreement is executed. In order for homeless persons to be served without interruption, DPSS requests that the Board execute the attached contract. HUD's Grant Agreement will be presented to the Board for execution upon receipt.

FINANCIAL DATA: No County General Funds are required. Funding is 100% Federal funds. The full Grant amount is \$42,192; however, it is estimated that the ABC Recovery Center will expend \$21,096 in FY 2009/2010, \$21,096 to be expended in FY 2010/2011.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

1. Project Sponsor Agreement (3 copies) between DPSS and ABC Recovery Center

SL: mr

**RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES
SUPPORTIVE HOUSING PROGRAM AGREEMENT**

CONTRACT: HO-01493
 PROJECT SPONSOR: ABC RECOVERY CENTER
 ACTIVITIES: TRANSITIONAL LIVING VILLAGE PROGRAM
 AGREEMENT TERM: DECEMBER 1, 2009 THROUGH NOVEMBER 30, 2010
 AGREEMENT AMOUNT: \$42,192
 HUD PROJECT NUMBER: CA0682B9D080801

RECITALS

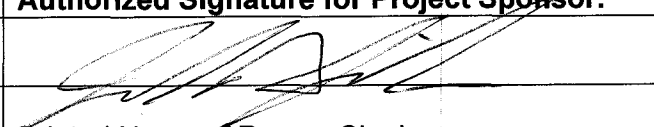
This Agreement is made and entered into by and between the County of Riverside, hereinafter referred to as "County," and ABC Recovery Center, hereinafter referred to as the "Project Sponsor."

WITNESSETH

WHEREAS, the County has entered into a grant agreement with the United States Department of Housing and Urban Development (HUD), hereinafter referred to as the "Grantor," pursuant to the Supportive Housing Program Rule (CFDA 14.235), codified as 24 CFR 583 and Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11381 et seq.; and

WHEREAS, the Department of Public Social Services, hereinafter referred to as "DPSS," has been designated by the County to provide coordination and administration of the County's Supportive Housing Program, as described in the County's grant agreement with the Grantor.

NOW THEREFORE, DPSS and the Project Sponsor do hereby covenant and agree that the Project Sponsor will provide said services in return for monetary compensation, all in accordance with the terms and conditions contained herein this Agreement.

Authorized Signature for the Board:	Authorized Signature for Project Sponsor:
	
Printed Name of Person Signing:	Printed Name of Person Signing:
Jeff Stone	John David Likens
Title: Chairman, Board of Supervisors	Title: Chief Executive Officer
Address: 4080 Lemon Street Riverside, CA 92501	Address: 44-374 Palm Street Indio, CA 92201
Date Signed:	Date Signed: 11/18/09

FORM APPROVED COUNTY COUNSEL
 BY Larisa R-Mckenna 11/16/09
 LARISA R-MCKENNA DATE

**RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES
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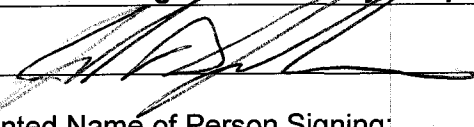
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 BY:  11/16/09
 LARISA R-MCKENNA DATE

**RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES
SUPPORTIVE HOUSING PROGRAM AGREEMENT**

CONTRACT: **HO-01493**

PROJECT SPONSOR: **ABC RECOVERY CENTER**

ACTIVITIES: **TRANSITIONAL LIVING VILLAGE PROGRAM**

AGREEMENT TERM: **DECEMBER 1, 2009 THROUGH NOVEMBER 30, 2010**

AGREEMENT AMOUNT: **\$42,192**

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Address: 4080 Lemon Street Riverside, CA 92501	Address: 44-374 Palm Street Indio, CA 92201
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL
BY Larisa R-Mckenna 11/16/09
LARISA R-MCKENNA DATE

ABC RECOVERY CENTER

SUPPORTIVE HOUSING PROGRAM

TERMS AND CONDITIONS

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LIST OF EXHIBITS

- EXHIBIT A – Project Application
- EXHIBIT B – Contract Accounting and Administrative Handbook for HUD Funded Programs
- EXHIBIT C – HMIS User Account Request Form
- EXHIBIT D – HMIS Informed Consent and Release of Information Form
- EXHIBIT E – Sample Universal Data Intake Form
- EXHIBIT F – Sample of Monthly Report of HMIS Data Fields
- EXHIBIT G – Tenant Change Notice Form
- EXHIBIT H – Certification of Tenant Roll Form

I. DEFINITIONS

As used in this Agreement, the following terms are defined below unless the context indicates otherwise.

- A. The term "Application" refers to the approved application and its submissions prepared by the Project Sponsor, which is the basis on which HUD approved the grant.
- B. The term "Technical Submission" refers to the approved documents prepared by the Project Sponsor and submitted to HUD after the HUD grant award.
- C. The term "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals into permanent housing within 24 months or less.
- D. The term "Supportive Housing Program" refers to the HUD grant program to promote transitional housing and supportive services to homeless individuals.
- E. The terms "Project Sponsor" or "Contractor" refer to ABC Recovery Center, the entity under agreement with DPSS to operate the project on a daily basis.
- F. The term "HMIS" refers to the Riverside County Homeless Management Information System.
- G. The term "Participants" refers to individuals who utilize supportive services, including referral services or individuals who are residents or former residents of the transitional housing project.
- H. The term "Draw Down" refers to the wire transfer system called Line of Credit Control System - Voice Response System (LOCCS - VRS).

II. DPSS RESPONSIBILITIES

- A. DPSS shall assure that the services provided by the Project Sponsor comply with all applicable federal, state, county, and local government laws, rules, regulations, policies and procedures.
- B. DPSS shall assign staff to serve as liaison and program coordinator between DPSS and the Project Sponsor. This staff will provide the Project Sponsor programmatic consultation and advise the Project Sponsor of all-pertinent existing guidelines and regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to the Project Sponsor as needed.
- C. DPSS will assign staff to monitor the performance of the Project Sponsor in performing the terms, conditions, and specifications of this Agreement. DPSS, at its sole discretion, may monitor the performance of the Project Sponsor through any combination of the following methods which may include, but are not limited to: 1) periodic reviews, including on-site visits; (2) evaluations of the quantity or level and quality of services provided by the Project Sponsor; (3) annual inspection of all available fiscal statements and other records maintained by the Project Sponsor; and (4) annual statements that the Project Sponsor is required to complete under this Agreement.

III. PROJECT SPONSOR RESPONSIBILITIES

- A. The Project Sponsor shall be responsible for the overall administration of the Project, including overseeing all subcontractors, client services, and case management, medical care, social services support, and legal support. The Project Sponsor will also provide client linkages to other sources of support for homeless individuals with substance abuse. The Project Sponsor will 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. The Project Sponsor shall provide services as set forth in the Project Application, attached hereto as **Exhibit A**, and incorporated herein by this reference.
- C. The Project Sponsor shall comply with all requirements of this Agreement and accept responsibility for such compliance by any entities to which the Project Sponsor makes this grant funding available.
- D. The Project Sponsor will be responsible for assuring that persons served under the terms of this Agreement meet the criteria specified in federal law for participants served under the Supportive Housing Program.
- E. The Project Sponsor shall comply with the policies and procedures in the DPSS Administrative Handbook for HUD Funded Programs, attached hereto as **Exhibit B** and incorporated herein by this reference, and all laws applicable to the provision of services under this program. If required, this Agreement will be amended to reflect any additional requirements detailed in the Handbook.
- F. The Project Sponsor agrees to participate in the Homeless Management Information System (HMIS). Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required client data on a regular basis.

DPSS retains the rights to the HMIS and case management software application used in the operations of this property. DPSS grants the Contractor an exclusive perpetual license to use the HMIS software for the term of this Agreement. Upon successful completion of the HMIS training, the Project Sponsor shall:

1. Ensure any personnel assigned to input data into HMIS has the appropriate level of computer knowledge.
2. Use the attached *HMIS User Account Request Form*, referred to in this agreement as **Exhibit C**, in the following manner:
 - a. Requesting access to the HMIS application for employees. All Forms must be received by DPSS-IT no later than ten (10) business days from the execution of this Agreement.
 - b. Notification of an employee's termination, or other change of status (i.e. will not be accessing HMIS). All Forms must be received by DPSS-IT no later than ten (10) business days from the change of employee status.
 - c. Requesting additional licenses and training for the HMIS application for additional employee(s).

Mail the completed User Account Request Form(s) to the following address,

**Department of Public Social Services
Attn: HMIS System Administrator, DPSS-IT
4060 County Circle Drive
Riverside, CA 92503**

Or, Fax the completed form to: (951) 358-3389

3. Require client(s), or a legal representative when required, to sign the *HMIS Informed Consent and Release of Information Form* attached hereto as **Exhibit D** and incorporated herein by this reference. Originals of the *HMIS Informed Consent and Release of Information Form* should be retained in the customer's file and made available for inspection when requested by DPSS.
4. Ensure employee(s) using HMIS for client intake, capture the following HMIS Data Elements:
 - a. Name
 - b. Social Security Number, if available
 - c. Date of Birth
 - d. Ethnicity
 - e. Race
 - f. Gender
 - g. Veteran's Status
 - h. Disabling Condition
 - i. Residence Prior to Program Entry
 - j. Length of stay at Residence Prior to Program Entry
 - k. Zip code of last permanent address.
 - l. Sub-Population
 - m. Enrollment Entry date
 - n. Household Information
 - o. Bed Check-in (Housing Tab)
 - p. Enrollment Exit date
 - q. Service Provided
 - r. Destination (at exit)

The formats for the data fields are listed below:

- a. **Name:** 3 separate fields for: First Name, Middle Initial, Last Name. No special characters, only alpha characters.
'Name' is found in Step-1 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- b. **Social Security Number** in xxx-xx-xxxx format.
'SSN' is found in Step-1 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- c. **Date of Birth** in mm/dd/yyyy format.
'Date of Birth' is found in Step-1 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- d. **Ethnicity:** Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for

specific values. This notice can be found at:

www.hud.gov/offices/cpd/homeless/rulesandregs/fr4848-n-02.pdf

'Ethnicity' is found in Step-4 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.

- e. **Race:** Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for specific values.
'Race' is found in Step-4 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- f. **Gender:** Male, Female, Transgender, Unknown, Refused
'Gender' is found in Step-2 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- g. **Veteran's Status:** Yes / No / Unknown
'Veteran Status' is found in Step-4 of the client intake process under the 'New Client – Universal Data ONLY" function in the Clients Tab.
- h. **Disabling Condition:** Yes / No
'Disabling Condition' is found in Step-4 of the client intake process under the 'New Client – Universal Data ONLY" function in the Clients Tab.
- i. **Residence Prior to Program Entry:** Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for specific values.
'Prior Residence' is found in the 'Master Assessment' of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- j. **Length of stay at Residence Prior to Program Entry:**
'Length of Stay' is found in the 'Master Assessment' of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- k. **Zip code of Last Permanent Address:** Numeric values only.
'Prior Zip Code' is found in the 'Master Assessment' of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- l. **Sub-Population:**
'Sub-Population' is found in the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- m. **Enrollment Entry Date** in mm/dd/yyyy format.
'Enrollment Entry Date' is found in the 'Enrollments' function.
- n. **Household Information:**
Household information is collected for purposes of linking family members together in the system by identifying relationship to head of household and creating a family link found in the 'Family and Contact Information' area of the Client intake process.
- o. **Bed Check-in:**
Bed check-in/out dates and Bed Assignment are found under the 'Housing Tab'.
- p. **Enrollment Exit Date** in mm/dd/yyyy format.

'Enrollment Exit Date' is found in the 'Enrollments' function by clicking on the enrollments' 'action gear' and selecting 'Exit the Enrollment' option.

q. Services Provided

Services are found under the Client Tab under 'Case Management Options' grouping. Each service the client receives should be added along with the start and end dates for each. For services that span more than one day, the user will edit the service and put in the appropriate date the service ended.

r. Destination (at Exit)

Destination is found in the 'Exit the Enrollment' option, and is one of the questions required to be answered when a client is being exited from the program.

A sample Universal Data Intake Form is attached hereto as **Exhibit E**, and incorporated herein by this reference.

All data referenced above must be entered into HMIS on a daily basis or within 5 business days following the month in which the client was served; or, if previously authorized by the DPSS Homeless Programs Unit, it may be provided in an encrypted report (sample report format attached hereto and incorporated herein as by this reference as **Exhibit F**) in Microsoft Excel®, transferred to a compact disk and mailed by the (10th) calendar day of the report month to:

DPSS Homeless Programs Unit
Attn: Homeless Administrative Manager
4060 County Circle Drive
Riverside, CA 92503

5. Ensure every client entered into HMIS:

- ✓ Gets entered/exited into/out-of a program
- ✓ Gets needs/services assigned to them
- ✓ Gets entered into a bed, if applicable

6. The Project Sponsor shall:

- ✓ Provide security of computer where intake is performed.
- ✓ Provide security of all client forms (stored in locked cabinets/offices)
- ✓ Provide security of all personnel with access to HMIS (has signed the appropriate forms)
- ✓ Provide security of all logon information (never to be shared with others or written down)
- ✓ Provide security of all data entered into or retrieved from HMIS (stored in locked cabinets/offices or destroyed)
- ✓ Address penalties and consequences for employee failure to adhere to policies and procedures.

7. Provide DPSS access to all records or forms pertaining to the HMIS application.

8. In the event of a system failure, the Project Sponsor shall manually complete intake forms and input this data into HMIS when the system becomes available again.

9. Verify that all information entered into HMIS is the same as the information on the

sign-in sheets and other confirming documents.

10. If hardware and software is provided, the Project Sponsor agrees to maintain its appropriate functionality and usability for HUD-specific purposes only. Additionally, all original equipment shall be returned to the County when either the grant period has ended or the Contractor discontinues its use of HMIS.
11. Agrees to develop policies and procedures for all HMIS items stated above. Additionally, the Contractor agrees to provide DPSS a copy of said policies and procedures upon request.

IV. FISCAL PROVISIONS

A. OBLIGATION

The Project Sponsor shall be reimbursed by HUD, utilizing a draw down process, for an amount not to exceed \$42,192. Said funds shall be spent according to the budget shown below.

Budget Category	Total
OPERATIONS	\$25,150
SUPPORTIVE SERVICES	\$15,034
ADMINISTRATIVE COSTS	\$2,008
Total	\$42,192

Supportive Services requires a cash match of at least 20% of the total supportive services budget for each operating year. Operating Costs requires a cash match of at least 25% of the total operating budget for each operating year (**Exhibit A**).

B. METHOD, TIME, AND CONDITION OF PAYMENTS

1. The Project Sponsor shall submit to DPSS a monthly claim in accordance with the Administrative Handbook, **Exhibit B**.
2. The Project Sponsor shall ensure that funds provided under this Agreement are not used to pay developer's fees, to establish working capital, or operate deficit funds.
 - a. Cash Match Documentation

The Project Sponsor shall provide cash match documentation as set forth in this Agreement and the Project Application, attached hereto as **Exhibit A** and incorporated herein by this reference. Cash match documentation may be submitted with monthly billing claims; however, documentation must be submitted to DPSS at least quarterly. DPSS will verify utilization of the cash match through a monthly desk review and on-site monitoring visits. Matching funds provided by the Project Sponsor must be money provided to the project by one or more of the following: the Project Sponsor, the federal government, state and local governments, and/or private resources. Non-cash resources such as in-kind contributions of goods or services cannot be used to fulfill matching funds requirements. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements.

- b. In the event that the Project Sponsor does not meet the requirements in paragraph 2.a. above, DPSS reserves the right to suspend or terminate this Agreement.

C. BUDGET MODIFICATIONS

1. Minor changes are departures from the initial application that do not substantially affect the grant. All requests for minor changes must be approved in writing by DPSS prior to implementing the change. No requests will be approved retroactively.

a. 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 Project Sponsor delivers a written request to DPSS, 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 DPSS no later than the submission of the last claim for the operating year.

b. 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 of the following conditions are met:

- The total amount of the Agreement does not change;
- The Project Sponsor delivers a written request to DPSS, 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 (i.e., other than rollovers) must be submitted to DPSS no later than the submission of the last claim for the operating year.

2. Major changes are departures from the initial application that substantially affect the grant. All requests for major changes must be approved in writing by DPSS 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.

a. Conditions for Approval

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

- The Project Sponsor delivers a written request to DPSS and adequately documents the need for change; and
- approval is received by HUD.

b. 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.

c. Budget Rollover of unused funds

The Project Sponsor may request that unused funds from a prior operating year be rolled over into the next operating year, if all of the following conditions are met:

- The total amount of the Agreement does not change;
- The Project Sponsor delivers a written request to DPSS and adequately documents the need for a change;
- The Project Sponsor specifically identifies the categories, line items, and rolls the funds over to the same approved categories and line items for the following operating year;
- The Project Sponsor meets the approved match for the unused funds even if the match is different from the approved match from the prior operating year.

D. DISBURSEMENT OF FUNDS

DPSS shall disburse funds under this Agreement to the Project Sponsor as follows:

1. The Project Sponsor shall submit claims for reimbursement pursuant to the Budget listed in section IV.A. on a monthly basis.
2. Administrative costs are costs associated with accounting for the use of grant funds, preparing reports for submission to HUD, obtaining program audits, similar costs related to administering the grant after the award, and staff salaries associated with these administrative costs.

E. UNEXPENDED FUNDS AND CLOSE-OUTS

1. The Project Sponsor shall complete all necessary closeout procedures, including the APR, required by DPSS within a period of not more than forty-five (45) 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 Project Sponsor under this Agreement shall be recaptured by HUD. DPSS is not liable for any expenses or costs associated with this Agreement after the expiration of the financial closeout period.
2. The Project Sponsor, if required to have an A-133 audit, shall provide a final financial audit for activities performed under this Agreement at the expiration of the financial closeout period.

F. INSPECTION AND AUDITS

1. The Project Sponsor shall manage monies received through DPSS in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in OMB Circulars A-110, A-122 and A-133.
2. The Project Sponsor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Project Sponsor shall maintain these records for five (5) years after final payment has been made or until all pending DPSS, state, and federal audits, if any, are completed, whichever is later.
3. Authorized representatives of DPSS 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.
4. 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.
5. Should the Project Sponsor disagree with any audit conducted by DPSS, the Project Sponsor shall have the right to employ a licensed, Certified Public Account (CPA) to prepare and file with DPSS 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 Project Sponsor will not be reimbursed by DPSS for such an audit.
6. In the event the Project Sponsor does not make available its books and financial records at the location where they are normally maintained, the Project Sponsor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.
7. All contract deliverables and equipment furnished or utilized in the performance of this Agreement shall be subject to inspection by DPSS at all times during the term of this Agreement. The Project Sponsor shall provide adequate cooperation to any employee assigned by DPSS in order to permit their determination of the Project Sponsor's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

G. WITHHELD PAYMENTS

1. Unearned payments under this Agreement may be suspended or terminated if grant funds to DPSS are suspended terminated, or if the Project Sponsor refuses to accept, additional conditions imposed on it by HUD or DPSS.
2. DPSS has the authority to withhold funds under this Agreement pending a final determination by DPSS of questioned expenditures or indebtedness to DPSS arising

from past or present agreements between DPSS and the Project Sponsor. Upon final determination by DPSS of disallowed expenditures or indebtedness, DPSS may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.

3. Payments to the Project Sponsor may be withheld by DPSS if the Project Sponsor fails to comply with the provisions of this Agreement.

H. FISCAL ACCOUNTABILITY

1. The Project Sponsor agrees to manage monies received through DPSS in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in OMB Circulars A-110, A-122, and A-133.
2. The Project Sponsor must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, the Project Sponsor must develop an accounting procedure manual. Said manual shall be made available to DPSS upon request or during fiscal monitoring visits.

I. AVAILABILITY OF FUNDING

Funding for this Agreement is subject to the continuing availability of funds provided to DPSS during the Agreement period. DPSS will inform the Project Sponsor, immediately upon notice from HUD, of any limitation of the availability of funds. Both parties understand that DPSS makes no commitment to fund this project beyond the term of this Agreement.

V. GENERAL PROVISIONS

A. TERM OF AGREEMENT

The Agreement shall be effective from December 1, 2009 through November 30, 2010.

B. INDEPENDENT CAPACITY

Each party shall act in an independent capacity and not as an agent or employee of the other.

C. SUPPORTIVE HOUSING PROGRAM COMPLIANCE

By executing this Agreement, the Project Sponsor hereby certifies that it will adhere to and comply with the following as they may be applicable to a recipient of funds granted pursuant to the Supportive Housing Program, including; HUD Application, Technical Submission; Supportive Housing Program Rule (24 CFR 583); this Agreement, and the applicable Notice of Funding Availability (NOFA).

D. CONFLICT OF INTEREST

The Project Sponsor covenants that it presently has no interest in, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which is, or which the Project Sponsor believes to be, incompatible in any manner or degree with the performance of services required to be

performed under this Agreement. The Project Sponsor further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Project Sponsor under this agreement. The Project Sponsor agrees to inform DPSS of all of the Project Sponsor's interests, if any, which are or which the Project Sponsor believes to be incompatible with any interest of DPSS. The County will make final determination of any dispute about conflict(s) of interest.

E. DEFAULT

1. A default shall consist of any use of grant funds for a purpose other than as authorized by this Agreement or failure in the Project Sponsor's duty to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the SHP Rule, the Application, the Technical Submission, or this Agreement. In the event of an occurrence of default, DPSS and HUD may take one or more of the following actions:
 - a. Issue a letter of warning advising the Project Sponsor of the default that establishes a date by which corrective actions must be completed and puts the Project Sponsor on notice that more serious actions will be taken if the default is not corrected or is repeated;
 - b. Direct the Project Sponsor to submit progress schedules for completing the approved activities;
 - c. Direct the Project Sponsor to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - d. Direct the Project Sponsor to reimburse the program accounts for costs inappropriately charged to the program; and/or
 - e. Make recommendations to HUD to reduce or recapture the grant.
2. No delay or omission by the County in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver of acquiescence in any Project Sponsor default.

F. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify and hold harmless the federal government, the state, and the County of Riverside, its Agencies, districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged liability.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

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

In the event there is conflict between this cause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

G. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

Workers' Compensation:

If Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' 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. **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.

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, cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insureds."** Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

Professional Liability:

If, at any time during the duration of this Agreement and any renewal or extension thereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to

maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Consultant 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 at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers' Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Agreement.

Vehicle Liability:

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insureds."**

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an 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.
2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence 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's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 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) days written notice shall be given to the County of Riverside 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 of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**

4. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. 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 coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Contractor agrees to notify the 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.

H. INDEPENDENT CONTRACTOR

The Project Sponsor is, and will at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between DPSS and the Project Sponsor or any of the Project Sponsor's agents, employees, or volunteers. The Project Sponsor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The Project Sponsor, its agents, employees, and volunteers shall not be afforded any of the rights and/or privileges afforded to employees of DPSS or the County of Riverside and shall not be considered in any manner to be employees of the County.

I. SUBCONTRACTING

1. The Project Sponsor may not delegate its duties, or obligations, nor assign its rights hereunder, either in whole or in part, without prior written consent of DPSS. Any such attempt at delegation of assignment without prior written consent shall be void. Any change whatsoever in the corporate structure of the Project Sponsor, the governing body of the Project Sponsor, the management of the Project Sponsor, or the transfer of assets in excess of ten percent of the total assets of the Project Sponsor shall be an assignment of benefits under the terms of this Agreement requiring DPSS approval. All subcontracts shall be made in writing and copies provided to DPSS. No subcontracts shall alter, in any way, any legal responsibility of the Project Sponsor to DPSS.
2. DPSS has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this Agreement.
3. The Project Sponsor shall include in each subcontract all provisions that DPSS may require. These provisions will be made available to the Project Sponsor by DPSS.
4. Every subcontract shall specify:
 - a. The time period within which the subcontractor is to perform the subcontract. Subcontractor performance shall not begin prior to, nor extend beyond the time of the contract between the Project Sponsor and DPSS.
 - b. The maximum dollar amount of the subcontract.
 - c. The responsibilities of each party under the subcontract.
 - d. A statement that the subcontractor, agents, and employees of the subcontractor in the performance of the subcontract are acting in an independent capacity and not as officers, employees, or agents of the State of California.
 - e. A statement that modification of the subcontract shall be in writing. Prior written DPSS approval is required.
 - f. A statement that the subcontract is the complete and exclusive statement of the mutual understanding of the parties and that the subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the subcontract.
 - g. A statement regarding default in case of subcontractor is breach of subcontract.

J. REPORTS AND RECORD KEEPING

1. The Project Sponsor agrees to submit an Annual Progress Report (APR), **Exhibit B**, to DPSS within thirty (30) days after the end of each operating year or no later than forty-five (45) days for one (1) year renewal grants. Failure to submit an APR may lead to a delay in receiving future grant funds. Upon review for completeness and accuracy, DPSS will forward the APR to HUD as required. The Project Sponsor will mail these records to the following address:

Department of Public Social Services
Homeless Programs Unit

4060 County Circle Drive
Riverside, CA 92503

2. The Project Sponsor agrees to submit a Semi-Annual Statistical Report upon a 30-day written notice by DPSS.
3. If funded for Transitional Housing or Permanent Housing, the Project Sponsor agrees to notify DPSS within forty-eight (48) hours of a participant entering or exiting a housing unit. The notification document, attached hereto as **Exhibit G** [Tenant Change Notice Form] and incorporated herein by this reference shall be faxed to (951) 358-7755 or e-mailed to SLarkin@riversidedpss.org.
4. If funded for Transitional Housing, Permanent Housing, or Shelter Plus Care, the Project Sponsor agrees to provide DPSS with a monthly residential log of participants, attached hereto as **Exhibit H** [Certification of Tenant Roll] and incorporated herein by this reference. The residential log is due, by fax or e-mail, on or before the 10th (tenth) business day following the reporting month, regardless of the means by which the report is sent to DPSS. Both the fax number and e-mail address of the Homeless Programs Unit are provided above (reference #3).
5. The Sponsor agrees to collect and maintain records of participants for required federal, state, and county reports. Authorized representatives shall have the right at all reasonable times to access, inspect, or otherwise evaluate the work performed under this Agreement. Maintenance of records and access to them by authorized representatives is required for five (5) years after final payment is made under this program, or until all pending County, State, and Federal audits are completed, whichever is later.

K. SANCTIONS

Failure by the Project Sponsor to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement under the provisions in paragraph "L" below, and may take any other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Project Sponsor a time period within which to correct the breach, the period of which shall be established at the sole discretion of DPSS; and/or
2. Withhold funds pending correction of the breach.

L. TERMINATION

1. DPSS may suspend or terminate this Agreement for cause upon written notice to the Project Sponsor of the action being taken. Cause shall be established if:
 - a. The Project Sponsor fails to perform the covenants herein contained at such time and in such manner as provided in this Agreement; or
 - b. There is a conflict with any federal, state or local laws, ordinance, regulation or rule rendering any provision of this Agreement invalid or untenable.

2. Upon DPSS ruling of termination or suspense, DPSS will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
3. The Project Sponsor may terminate this Agreement with cause upon written notice served upon DPSS stating the extent and effective date of termination. Contractor will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
4. Upon termination of this Agreement, the Project Sponsor shall not incur any obligations after any effective date of such termination, unless expressly authorized in writing by DPSS.
5. In the event the funding from HUD is reduced, terminated or otherwise becomes unavailable, DPSS shall provide written notice to the Project Sponsor within five (5) working days from the date that HUD reduces, suspends or terminates the grant funding. This Agreement shall be either immediately terminated or amended to reflect said reduction in funds. DPSS shall make payments for all services performed up to the effective date of the termination.

M. COMPLIANCE WITH LAW

1. By executing this Agreement, the Project Sponsor hereby certifies that it will adhere to and comply with the following as they may be applicable to a the Project Sponsor of funds granted pursuant to the Supportive Housing Program; the Application and Technical Submission; Supportive Housing Rule (24 CFR 583); and the Notice of Funding Availability (NOFA), published at 63 FR 23997, on February 26, 1999.
 - a. Section 92.350 Equal Opportunity and Fair Housing;
 - b. Section 92.351 Affirmative Marketing;
 - c. Section 92.352 Environmental Review;
 - d. Section 92.353 Displacement, relocation, and acquisition; the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42;
 - e. Section 92.354 Labor;
 - f. Section 92.356 Conflict of Interest;
 - g. Section 92.357 Debarment and Suspension;
 - h. The regulations, policies, guidelines, and requirements of 24 CFR Part 85.
2. The Project Sponsor shall comply with all federal, state, and local laws and regulations pertinent to its operation and services to be performed hereunder, and shall keep in effect all licenses, permits, notices, and certificates as are required thereby. The Project Sponsor shall further comply with all laws applicable to wages and hours of employment, occupational safety and to fire, safety, health, and sanitation.

N. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth herein. All other correspondence shall be delivered to the addresses shown below and are deemed submitted on the date of deposit in the U. S. Mail, postage prepaid to:

DPSS: Department of Public Social Services
(Contract Issues) Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

DPSS: Department of Public Social Services
(Program Issues) 4060 County Circle Drive
Riverside, CA 92503
Attn: Homeless Program Coordinator

Project Sponsor: ABC Recovery Center
Attn: Chief Executive Officer
44-374 Palm Street
Indio, CA 92201

O. ASSIGNMENTS

The Project Sponsor cannot assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of DPSS. Any attempt to assign any interest without DPSS written consent shall be void and of no further force or effect.

P. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by Agreement, shall be disposed of by DPSS who shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Project Sponsor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

Q. CHILD ABUSE REPORTING

The Contractor shall establish a procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code, Section 11166.

R. ELDER AND DEPENDENT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code Sections 15600 et seq. Suspected incidents of abuse

should be immediately reported to DPSS, followed by a written report within two (2) working days.

S. EMPLOYMENT PRACTICES

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment Practices Act (commencing with Gov. Code section 12900 et. seq.), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to 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.

T. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

U. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, the Project Sponsor 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 the Project Sponsor not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

V. LEAD-BASED PAINT

The Project Sponsor and all subcontractors, if any, shall comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821-4846) and implementing regulations issued pursuant thereto (24 CFR Part 35).

W. AUTHORITY

The individuals executing this Agreement and the instruments referenced herein on behalf of the Project Sponsor each represent and warrant that they have the legal power, right, and actual authority to bind the Project Sponsor to the terms and conditions hereof and thereof.

X. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Project Sponsor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS which are equally applicable and made binding upon the Project Sponsor as though made with the Project Sponsor directly.

Y. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be made in writing and signed by the parties herein. More specifically, the Project Sponsor shall not change the population to be served or make any other change inconsistent with the Application without the prior approval of DPSS and HUD.

Project Information - Page 1

EXHIBIT A

Instructions:

Select the appropriate Continuum of Care (CoC) name and number from the drop-down menu. The system will auto-populate the "Project Name" field.

Identify the appropriate "Project Type" from the drop-down menu (new or renewal project). Renewal projects are defined as those HUD McKinney-Vento grants that have received prior funding and are eligible to renew during the current competition.

Identify the project's "Program Type" and "Component Type." These selections must be made in the order of appearance (i.e. component type cannot be selected before selecting program type or project type). Depending on the program type selected, indicate the appropriate component type for the project.

Select the state(s) and the congressional district(s) in which the project is located. This information will be used to list the available geography codes on the next screen, and to send correspondence to the appropriate Congressional Representative(s).

In the last field on this form, provide a general description of the project. The description should include information on the homeless needs that are addressed by the project, the type of housing and number of units being proposed, and the target population that the project will serve. This information is required of all new and renewal projects. Rapid Re-housing projects must review the detailed instructions attached to the left menu and must reference the 2008 NOFA for detailed program requirements. Additional program requirements for all project types are also available at:
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo> for detailed program requirements. As well, additional training for completing this page is available online at:
<http://esnaps.hudhre.info/training>.

The following fields must be completed for every project application.

CoC Number and Name CA-608 - Riverside City & County CoC

Project Name Transitional Living Village

Project Type Renewal Project

Program Type SHP

Content depends on "Project Type" selection

Component Type TH

Content depends on "Program Type" selection

In which state is the project located? California
(for multiple state selections hold CTRL+Key)

In which Congressional District(s) is the project located? CA-044
(for multiple selections hold CTRL + Key)

Provide a general description of the project.
(Max 3000 characters)

ABC through the transitional living village provides short term transitional living lasting up to 18 months. The program is available to all homeless community members recovering from substance abuse. The village is made up of ten units, each unit containing 4 private bedrooms, for a total of 40 available units. We cap the top monthly rent off at \$425, with fees going down from their based on a sliding fee scale. While in transitional living the residents are offered aftercare services as well as lifeskills training. The residents are supervised by a full time staff member who makes sure the needs of the residents are met.

Project Information - Page 2

Instructions:

New projects:

There are two types of special housing projects for the 2008 competition, Samaritan Housing and Rapid Re-Housing. All new SHP-PH, SHP-TH, S+C, and Section 8 SRO projects must identify whether or not special housing funds are being requested. Only new SHP-PH, S+C, and Section 8 SRO projects may request Samaritan Housing funds. Rapid Re-housing funds can be requested by new SHP-TH projects only.

Renewal projects:

Indicate whether or not the project previously received funds under the Samaritan Housing Initiative. If the project received Samaritan funds, the project must continue to meet the requirements of the initiative for the life of the project. Renewal SHP projects must also indicate whether or not it is a consolidated grant. All grant consolidations must be HUD approved prior to application submission. Each consolidated grant must be listed on the "Grant Consolidation" page.

New and renewal projects:

Indicate whether or not the project is:

- using Energy Star;
- located in a rural area (reference the definition in 2008 NOFA before answering this question); and
- located on land previously owned by the military.

All new and renewal projects must also indicate the geographic area(s) that will be served by the project.

Budget Activities:

All SHP projects must identify the budget activities being requested for the project. Depending on the project type, these budget activities may include acquisition, new construction, rehabilitation, leasing (units or structures), supportive services, operations, and/or HMIS. All S+C and Section 8 SRO projects must only complete the rental assistance budget and the estimated development cost budget, if applicable.

For additional instructions and examples on completing this form, reference the detailed instructions document on the left menu and the online training modules at:

<http://esnaps.hudhre.info/training>. Reference the 2008 NOFA, and the program desk guide located at: <http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo> for detailed program requirements.

The following fields must be completed for every project application.

Were one or more projects consolidated with this project? No

If "yes" additional information is required on the following page.

Grant Term 1 Year

NOTE: New projects must be 2 or 3 years, except new HMIS projects and new hold harmless reallocation projects, which can be 1, 2 or 3 years.

Does the project use Energy Star? Yes

Is the project located in a rural area? No

Is the project located on land previously owned by the military? No

Select the geographic code(s) for area(s) served by the project
(for multiple selections hold CTRL + Key) 069065 RIVERSIDE COUNTY

***Select all applicable budget activities that the project is requesting:**

Leasing	<input type="checkbox"/>
Supportive Services	<input checked="" type="checkbox"/>
Operations	<input checked="" type="checkbox"/>
HMIS	<input type="checkbox"/>

Project Location(s)

The following list summarizes the project location(s) that have been entered. To add a location to this list, click on the symbol.

Location Name	Street Address 1	Street Address 2	City	State	Zip
ABC Recovery Center	44374 Palm Street	--	Indio	California	92201

Project Location Detail

Instructions:

Location Name (Optional - except for SRA project): Identify the name of the location(s) being used for housing project participants. If the project includes leased or rental units in more than 4 locations, only enter "Scattered Site" in this field. All other project types should enter the name of the project location in this field.

Project Ownership (Required): Indicate whether the location (including all scattered sites locations) is owned or leased by the applicant, sponsor, or a parent organization. If the project contains units that house project participants using SHP funds, under no circumstances may SHP leasing funds be used to lease units or structures owned by the grantee (the applicant), the project sponsor, or the parent organization(s) of either entity.

Location Address (Optional - except for SRA project): Indicate the Street Address, City, State, and Zip Code of the units being used for housing project participants. If the project includes leased or rental units in more than 4 locations, enter the address of the project sponsor in these fields.

For additional instructions and examples related to completing this form, reference the online training modules at: <http://esnaps.hudhre.info/training>.

Enter the physical address of the project and indicate the ownership of the location. Scattered site projects should refer to the instructions for details on completing the field on this screen.

Location Name ABC Recovery Center
Property Ownership Own
Street Address 1 44374 Palm Street
Street Address 2
City Indio
State California
Zip Code 92201
Format: (12345 or 12345-1234)

Project Sponsor Information

Instructions:

The project sponsor is usually the entity that will be carrying out the project. If the sponsor is the same entity as the project applicant, select "yes" in the first drop-down box and enter "save" at the bottom of the page, and the system will auto-populate the fields on this form based on the information entered in the SF-424. Simply verify that the correct information has been populated. If the information is incorrect, correct the applicant information on the SF-424.

If the project sponsor and applicant are separate entities, manually enter the information for the project sponsor. All non-profit sponsors will need to attach proper documentation to verify their non-profit status, if the documentation is not attached to the SF 424. All projects can identify only one sponsor. If multiple sponsors have been identified on past funding applications, the project applicant must identify a "lead" sponsor.

For additional instructions and examples on completing this form, reference the online training modules at: <http://esnaps.hudhre.info/training>. Reference the 2008 NOFA, and the program desk guide located at: <http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo> for detailed program requirements.

Complete the following fields to identify the project sponsor, including its legal name, type of organization, DUNS number, employer/taxpayer number, and physical address.

Is the project applicant the same as the project sponsor? No
(If yes select the "Save" button to auto-fill the fields below)

Organization Name ABC Recovery Center
Organization Type M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)

If "Other" specify:

DUNS Number 152240540
Format: xxxxxxxxx or xxxxxxxxxxxxxx

Tax ID or EIN 95-6000930
Format: 12-3456789

Street Address 1 44374 Palm Street

Street Address 2

City Indio

State California

Zip Code 92201
Format: 12345 or 12345-1234

Is the sponsor a Faith-Based Organization? No
Identify source documentation for sponsor's nonprofit status:

Non-Profit Documentation Attachment

Document Type	Required?	Document Description	Date Attached
Proof of non-profit status	Yes	IRS Letter	10/17/2008

Non-Profit Documentation Attachment Detail

Document Description: IRS Letter

Project Sponsor Contact Information

Instructions:

The project sponsor is usually the entity that will be carrying out the project. If the sponsor is the same entity as the project applicant, the system will auto-populate the fields on this form based on the information entered in the SF-424. Simply verify that the correct information has been populated. If the information is incorrect, correct the applicant information on the SF-424.

If the project sponsor and applicant are separate entities, manually enter the information for the project sponsor. All non-profit sponsors will need to attach proper documentation to verify their non-profit status, if the documentation is not attached to the SF 424. All projects can identify only one sponsor. If multiple sponsors have been identified on past funding applications, the project applicant must identify a "lead" sponsor.

For additional instructions and examples on completing this form, reference the online training modules at: <http://esnaps.hudhre.info/training>. Reference the 2008 NOFA, and the program desk guide located at: <http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo> for detailed program requirements.

Provide the name and contact information of the person to be contacted for matters regarding project operations. If the sponsor is the same entity as the applicant, the system will auto-populate the fields below.

Prefix Mr
First Name J. David
Middle Name
Last Name Likens
Suffix J.D.
Title CEO
E-mail Address dlikens@abcrecoverycenter.org
Confirm E-mail Address dlikens@abcrecoverycenter.org
Phone Number 760-342-6616
Format: 123-456-7890
Extension 30
Fax Number 760-347-8276
Format: 123-456-7890

Type and Scale of Housing

The following list summarizes all housing units that will be used for participants in the project. To add information to this list, click on the icon and enter the requested information.

Housing Type	Units	Beds	Bedrooms
Single Room Occupancy (SRO)...	10	40	40

Type and Scale of Housing Detail

Instructions:

For the 2008 competition, the available housing type selections have been re-defined. Refer to the detailed instructions located on the left menu for additional instructions on completing this page.

If the project is funded, the applicant/sponsor will be responsible for operating the project as indicated here. Entering incorrect information may result in the reduction or withdrawal of the conditional award. Reference the 2008 NOFA, and the program desk guide located at: <http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo> for detailed program requirements.

Complete the following fields related to the number of units, beds, and bedrooms for each housing type in the project.

Housing Type: Single Room Occupancy (SRO) units

Total for Selected Housing Type

Units: 10

Beds: 40

Bedrooms: 40

Project Participants - Households with Dependent Children

Instructions:

The purpose of this form is to capture the total number of homeless persons served by the project at a point in time, as well as the subpopulations/disabilities for each household. If the project is not serving households with dependent children, enter "0" in the "Total Number of Households" field, and select "Save & Next" to move to the next form.

Rapid Re-housing projects: 100% of the adults served by the project must be accompanied by children and should be reflected in the fields below.

Samaritan Housing, Safe Haven, and SRO housing projects: 100% of the households served by the project must not be accompanied by children. Therefore, enter "0" in the "Total Number of Households" field, and select "Save & Next" to move to the next form.

All projects: in the "Total Persons" column indicate the total number of "disabled adults," "non-disabled adults," "disabled children," "non-disabled children," and "Total Number of Households" for each household in the project. The system will auto-populate the remaining fields in this column.

Next, identify the appropriate subpopulation (Severely Mentally Ill, Chronic Substance Abuser, Veterans, Persons with HIV/AIDS, and Victims of Domestic Violence) for each person in the project. If the participants are dually-diagnosed and fit into more than one subpopulation (i.e. severely mentally ill with chronic substance abuse), make sure to indicate these individuals in all appropriate subpopulations (it is possible to have overlapping information). The system will auto-calculate all totals based on the values entered for each subpopulation.

Notice that information cannot be entered into certain fields. Persons with a severe mental illness and/or HIV/AIDS constitute disabled adults; therefore, no entry is allowed in the "non-disabled adult" fields. Also, no values can be entered for any children under the Veterans columns. For homeless assistance programs, chronic substance abuse, by itself, may constitute as a disability.

For additional instructions and examples on completing this form, reference the online training modules at: <http://esnaps.hudhre.info/training>. Reference the 2008 NOFA, and the program desk guide located at: <http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo> for detailed program requirements.

Indicate the total number of households that include a homeless adult with dependent children. Also identify the number of persons and subpopulations within each household in the project.

Total Number of Households	0					
	Total Persons	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
Disabled Adults						
Non-Disabled Adults						
Disabled Children						
Non-Disabled Children						
Total Persons (select "Save" to auto-calculate)	0	0	0	0	0	0
Total Number of Adults (select "Save" to auto-calculate)	0					
Total Number of Children (select "Save" to auto-calculate)	0					

Project Participants - Households without Dependent Children

Instructions:

The purpose of this form is to capture the total number of homeless persons served by the project at a point in time, as well as the subpopulations for each household. If the project is serving households with dependent children, enter "0" in the "Total Number of Households" field, and select "Save & Next" to move to the next form.

Samaritan Housing, Safe Haven, and SRO housing projects: 100% of the adults served by the project must be unaccompanied by children and should be reflected in the fields below.

Rapid Re-housing projects: 100% of the adults served by the project must be accompanied by children. Therefore, enter "0" in the "Total Number of Households" field, and select "Save & Next" to move to the next form.

All projects: in the "Total Persons" column indicate the total number of "disabled adults," "non-disabled adults," "non-disabled unaccompanied youth," "non-disabled children," and "Total Number of Households" for each household in the project. The system will auto-populate the remaining fields in this column.

Next, identify the appropriate subpopulation (Chronically Homeless, Severely Mentally Ill, Chronic Substance Abuser, Veterans, Persons with HIV/AIDS, and Victims of Domestic Violence) for each person in the project. If the individuals are dually-diagnosed and fit into more than one subpopulation (i.e. severely mentally ill with chronic substance abuse), make sure to indicate these individuals in all appropriate subpopulations (it is possible to have overlapping information). The system will auto-calculate all totals based on the values entered for each subpopulation.

Notice that information can only be entered into certain fields. Chronically Homeless persons must be disabled adults in households without children, so no entry is allowed in the "non-disabled adult" fields. Also, Veterans must be adults; therefore, no entry is allowed for unaccompanied youth. All severely mentally ill persons and persons living with HIV/AIDS are automatically considered disabled; therefore, there can be no entry for non-disabled persons. For homeless assistance programs, chronic substance abuse, by itself, may constitute as a disability.

For additional instructions and examples on completing this form, reference the online training modules at: <http://esnaps.hudhre.info/training>. Reference the 2008 NOFA, and the program desk guide located at: <http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo> for detailed program requirements.

Indicate the total number of households that include a homeless adult without dependent children. Also identify the number of persons and subpopulations within each household in the project.

Instructions:

Chronically Homeless must be disabled adults in households without children (so no entry allowed in non-disabled adult or children/youth)

Severely Mentally Ill are all considered disabled (so no entry allowed in non-disabled)

Chronic Substance Abuse may not constitute a disability on its own

Veterans must be adults (so no entry allowed in children/youth)

Persons living with HIV/AIDS are all considered disabled (so no entry allowed in non-disabled)

Total Number of Households	40						
	Total Persons	Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
Exhibit 2			Page 14			01/20/2009	

Riverside City & County CoC						EX2_007555	
Disabled Adults	3			3			
Non-Disabled Adults	37			37			
Disabled Unaccompanied Youth							
Non-Disabled Unaccompanied Youth							
Total Persons (select "Save" to auto-calculate)	40	0	0	40	0	0	0
Total Number of Adults (select "Save" to auto-calculate)	40						
Total Number of Unaccompanied Youth (select "Save" to auto-calculate)	0						

Outreach for Participants

Instructions:

To help determine the eligibility of homeless participants served by the project, as well as the project's eligibility to apply for homeless assistance funding, indicate where the homeless participants are coming from (streets, emergency shelters, safe havens, transitional housing who came directly from the street, or other places). Also, describe how the applicant/sponsor plans to bring these participants into the project.

For additional instructions and examples on completing this form, reference the online training modules at: <http://esnaps.hudhre.info/training>. Reference the 2008 NOFA, and the program desk guide located at: <http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo> for detailed program requirements.

Complete the following fields related to the outreach plans to bring participants into the project.

Enter the percentage of homeless person(s) who will be served by the proposed project for each of the following locations.

Note: this includes persons who ordinarily sleep in one of the places listed below but are spending a short time (30 consecutive days or less) in a jail, hospital, or other institution.

100%	Persons who came from the street or other locations not meant for human habitation.
	Person who came from Emergency Shelters.
	Persons who came from Safe Havens.
	Persons in TH who came directly from the street, Emergency Shelters, or Safe Havens.
100%	Total of above percentages

If the total is less than 100%, describe very specifically where the other persons you propose to serve would be coming from, and how these persons would meet the HUD homeless definition.

Housing for Participants

Instructions:

The purpose of this form is to determine the ability of the project to meet the housing standards as described in the NOFA. While this form may be visible by all projects, it only applies to specific housing activities. All renewal projects and new SHP-SSO, SHP-HMIS, SHP-SH, S+C-SRA, and S+C-PRA projects do not have to complete this form and may move to the next form.

The maximum allowable length of stay for participants in SHP-TH projects is 24 months. However, Rapid Re-housing participants must not be housed longer than 18 months. HUD does not impose a length of stay restriction on participants in permanent housing projects (S+C, SHP permanent housing, and Section 8 SRO).

All SHP-PH, S+C-TRA, and S+C-SRA projects must describe the reason for selecting the proposed housing structure.

All S+C-PRAR, S+C-SRO, Section 8 SRO projects and SHP projects that are requesting funds for rehabilitation must describe the rehabilitation activities that will be undertaken for housing the participants in the project.

All other project types are not required to complete this form and may move to the next form.

For additional instructions and examples on completing this form, reference the online training modules at: <http://esnaps.hudhre.info/training>. Reference the 2008 NOFA, and the program desk guide located at: <http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo> for detailed program requirements.

Discharge Planning Policy

The following question must be completed by project applicants that are State or Local government agencies.

Has the state or local government developed or implemented a discharge planning policy or protocol to prevent or reduce the number of persons discharged from publicly-funded institutions (e.g. health care facilities, foster care, correctional facilities, or mental health institutions) into homelessness or HUD McKinney-Vento funded programs?

Yes

Project Leveraging

The following list summarizes the leveraging funds for the project. To add information to this list, click on the icon and enter the requested information.

Total value of written commitment \$11,931

Contributor	Source	Date of Commitment	Value of Commitment
resident fees	Private	09/05/2008	\$11,931

Project Leveraging Detail

Instructions:

Indicate the type, source (government or private), and total amount of contributions for which the project has a written commitment in hand at the time of application. If you do not have a written commitment in-hand, do not enter the contribution. Undocumented leveraging claims may result in the re-scoring of the CoC application and the withdrawal of the conditional award.

A written agreement should include signed letters, memoranda of agreement, or other documented evidence of a commitment. All written commitments must be signed and dated by an authorized representative, and should include the name of the contributing organization, the type of contribution (cash, child care, case management, etc.), the value of the contribution, and date the contribution will be available. It is also important that the written commitment include the project name and be addressed to the project applicant or sponsor.

Eligible leveraging items may include any written commitments that will be used towards the cash match requirements in the project, as well as any written commitments for buildings, equipment, materials, services and volunteer time. The value of commitments of land, buildings and equipment are one-time only and cannot be claimed by more than one project (e.g. the value of donated land, buildings, or equipment claimed in 2007 and prior years cannot be claimed as leveraging by that project for 2008 or any other subsequent year).

For additional instructions and examples on completing this form, reference the online training modules at: <http://esnaps.hudhre.info/training>. Reference the 2008 NOFA, and the program desk guide located at: <http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo> for additional program requirements.

Select the Type of Contribution Cash
Name the Source of the Contribution resident fees
Select Type of Source Private
Date of Written Commitment 09/05/2008
Value of Written Commitment \$11,931

Homeless Management Information System (HMIS) Participation

Instructions:

The data entered into this form will be used to determine the percentage of clients reported in the CoC's HMIS for this project.

Indicate whether or not the project is participating in the HMIS. If the project is participating in the HMIS, enter additional information about the project's participation in the HMIS, including the total number of clients served by the project, the total number of clients reported in the HMIS, and the percentage of values that are missing ("Null or Missing Values") and/or unknown ("Don't Know or Refused") for all client records reported. If there were no unknown value, enter "0" in any field within the chart, and select "Save & Next" to move to the next form.

If the project is not participating in the HMIS, indicate the reason(s) for non-participation.

For additional instructions and examples on completing this form, reference the online training modules at: <http://esnaps.hudhre.info/training>. Reference the 2008 NOFA for additional program requirements.

All projects must indicate their level of participation in the CoC's HMIS.

Does this project provide client level data to HMIS at least annually? Yes

Select the "Save" button to enter additional information.

Indicate the number of clients served from
1/1/2007 - 12/31/2007

Of the clients served from 1/1/2007 - 12/31/2007, indicate the number reported in
the HMIS

Number of clients reported cannot be greater than total number of clients

Indicate in the grid below the percentage of HMIS client records with 'null or missing values' or 'unknown values.'

Data Quality	Null or Missing Values (%)	Don't Know or Refused (%)
Name		
Social Security Number		3%
Date of Birth		
Ethnicity	3%	
Race	3%	
Gender		
Veteran Status	18%	
Disabling Condition	18%	
Residence Prior to Prog. Entry	18%	
Zip Code of Last Permanent Address	21%	

Renewal Performance

Instructions:

The fields on this form will assess the progress of the renewal project and identify any significant changes from the prior grant. Indicate whether or not the project has unresolved monitoring findings, or outstanding audit findings, and whether or not amendments have been made to the project since the last funding approval.

If amendments have occurred, indicate and explain the reason(s) for the change(s). Also, indicate the specific change in the project, by noting the previous information (before the amendment) and new information (after the amendment).

Contact the local HUD Field Office for amendment requirements, and/or any unresolved monitoring or outstanding audit findings: <http://www.hud.gov/offices/cpd/about/local/index.cfm>. For additional instructions and examples on completing this form, reference the online training modules at: <http://esnaps.hudhre.info/training>.

The following fields must be completed by all renewal projects.

Are there any unresolved monitoring or audit findings on HUD McKinney-Vento Act grants, excluding ESG? No

Were there any amendments executed since the last funding approval? No

SHP Operating Budget

Instructions:

Enter the quantity and total dollar amount of SHP funds requested for each operating cost in the project for each year of the grant term. Enter only the portion of the costs DIRECTLY related to providing day-to-day operations of the project for which SHP funds are being requested. Refer to the SHP Desk Guide for details on eligible operations costs:

<http://www.hudhre.info/index.cfm?do=viewShpDeskguideD>. For detailed instructions and examples on completing this budget, reference the online training modules at: <http://esnaps.hudhre.info/training>.

By law, SHP funds may be used to pay for up to 75% of the total operations budget for each year of the grant term. This means that the grantee or project sponsor must make cash payment for at least 25% of the project's total operations budget for each year. Although documentation of matching funds is not required in this application, if the project is awarded grant funds, documentation for Year 1 must be presented before grant agreement and entered in the Annual Performance Report (APR) at the end of the operating year. Documentation of cash match for Years 2 and 3, if applicable, must be met by the end of each of those years and entered in the corresponding APR.

Complete the following budget fields detailing how SHP funds will be used for operating costs related to serving project participants.

Eligible Costs	Quantity (limit 200 characters)	SHP Request Year 1	Total
1.Maintenance/Repair		\$2,500	\$2,500
2.Staff	Operations Manager 0.25 FTE incl fringe and benefits	\$4,002	\$4,002
3.Utilities		\$11,509	\$11,509
4.Equipment (lease/buy)		\$7,139	\$7,139
5.Supplies		\$0	\$0
6.Insurance		\$0	\$0
7.Furnishings		\$0	\$0
8.Relocation		\$0	\$0
9.Other (must specify *)			
		\$0	\$0
		\$0	\$0
10.Total SHP Request		\$25,150	\$25,150
11.Cash Match		\$8,384	\$8,384
12.Total SHP Operating Budget		\$33,534	\$33,534
13.Other Resources (cash and in-kind)			\$0

* If not specified, the costs will be removed from the budget.

The Total values are automatically calculated by the system when you click the "save" button.

SHP Supportive Services Budget

Complete the following budget fields detailing how SHP funds will be used to provide supportive services project participants.

Instructions:

Enter the quantity and total dollar amount of SHP funds requested for each supportive service in the project for each year of the grant term. Enter only the portion of the costs DIRECTLY related to providing services to project participants who are eligible for SHP funding. Refer to the SHP Desk Guide for details on eligible supportive services costs:

<http://www.hudhre.info/index.cfm?do=viewShpDeskguideD> For detailed instructions and examples on completing this budget, reference the online training modules at: <http://esnaps.hudhre.info/training>.

By law, SHP funds may be used to pay for up to 80% of the total supportive services budget for each year of the grant term. This means that the grantee or project sponsor must make cash payment for at least 20% of the project's total supportive services annual budget. Although documentation of matching funds is not required in this application; if the project is awarded grant funds, documentation for Year 1 must be presented before grant agreement and entered in the Annual Performance Report (APR) at the end of the operating year. Documentation of cash match for Years 2 and 3, if applicable, must be met by the end of each of those years and entered in the corresponding APR.

Rapid Re-housing projects - If the applicant is applying for a Rapid Re-housing Demonstration Project and will be providing housing placement, legal assistance and literacy training these items should be listed under "other" costs.

Supportive Services Costs	Quantity (limit 200 characters)	SHP Request Year 1	Total
1. Outreach	Project Manager - 0.15 inc fringe and benefits	\$2,680	\$2,680
2. Case Management	Project Manager -0.45 FTE incl Fringe and benefits	\$9,684	\$9,684
3. Life Skills (outside of case management)		\$0	\$0
4. Alcohol and Drug Abuse Services		\$0	\$0
5. Mental Health and Counseling Services		\$0	\$0
6. HIV/AIDS Services		\$0	\$0
7. Health Related and Home Health Services		\$0	\$0
8. Education and Instruction	Project Manager - 0.075 FTE incl fringe and benefits	\$1,335	\$1,335
9. Employment Services	Project Manager - 0.075 FTE incl fringe and benefits	\$1,335	\$1,335
10. Child Care		\$0	\$0
11. Transportation		\$0	\$0
13. Other (must specify)			
		\$0	\$0
		\$0	\$0
		\$0	
14. Total SHP dollars requested		\$15,034	\$15,034
15. Cash Match		\$3,759	\$3,759
16. Total SHP Supportive Services Budget		\$18,793	\$18,793
17. Other resources (cash and in-kind)		\$0	\$0

Supportive Housing Program (SHP) Summary Budget

Instructions:

To update the individual budget activities (acquisition, new construction, rehabilitation, leasing, supportive services, operations, or HMIS), use the left menu bar to go back to the appropriate budget. Refer to the 2008 NOFA, and the program desk guide located at:

<http://www.hudhre.info/index.cfm?do=viewShpDeskguideD> for details on funding limitations, cash match, and eligible budget activities.

The following information summarizes the SHP funding request and the available cash match for the total term of the project. Enter the appropriate amount of administrative costs for the project.

Selected Grant Term 1 Year

SHP Activities	SHP Dollars Request	Cash Match	Totals
1. Acquisition			\$0
2. Rehabilitation			\$0
3. New Construction			\$0
4. Subtotal (Lines 1 - 3)	\$0	\$0	\$0
5. Real Property Leasing From Leasing Budget Chart	\$0		\$0
6. Supportive Services From Supportive Services Budget Chart	\$15,034	\$3,759	\$18,793
7. Operations From Operating Budget Chart	\$25,150	\$8,384	\$33,534
8. HMIS From HMIS Budget Chart	\$0	\$0	\$0
9. SHP Request (Subtotal lines 4-8)	\$40,184		
10. Administrative Costs (Up to 5% of line 9)	\$2,008	Max. Admin. Allowed	\$2,009
	Total SHP Request (Total lines 9 and 10)	Total Cash Match	Total Budget (Total SHP Request + Total Cash Match)
	\$42,192	\$12,143	\$54,335

Program Outcome Logic Model (HUD 96010) Attachment

Document Type	Required?	Document Description	Date Attached
Logic Model for Program Outcome (HUD 96010)	Yes	2008 Logic Model ...	09/05/2008

Program Outcome Logic Model (HUD 96010) Attachment Detail

Document Description: 2008 Logic Model - ABC Recovery

Homeless Management Information System

User Account Request Form

USER'S RESPONSIBILITY STATEMENT

Your username and password give you access to the HMIS Network. Initial each item below to indicate your understanding of the proper use of your username and password. Then, sign where indicated. Failure to uphold the confidentiality standards set forth below is grounds for immediate termination from HMIS.

Initial Only

- _____ I understand that my username and password are for my use only.
- _____ I understand that I must take all reasonable means to keep my password physically secure.
- _____ I understand that the only individuals who can view HMIS information are authorized users and the clients to whom the information pertains.
- _____ I understand that I may only view, obtain, disclose, or use the database information that is necessary in performing my job.
- _____ I understand that these rules apply to all users of HMIS, whatever their work role or position.
- _____ I understand that hard copies of HMIS information must be kept in a secure file.
- _____ I understand that once hard copies of HMIS information are no longer needed, they must be properly destroyed to maintain confidentiality.
- _____ I understand that if I notice or suspect a security breach, I must immediately notify DPSS Contracts Administration Unit at 951-358-3293.

I understand and agree to the above statements.

Employee Signature: _____ Date: _____

After filling out this form, mail it to DPSS Homeless Programs, 4060 County Circle Drive, Riverside, CA 92503.

**ABC RECOVERY CENTER
HOMELESS MANAGEMENT INFORMATION SYSTEM
INFORMED CONSENT AND
RELEASE OF INFORMATION FORM**

I acknowledge that I have read or have had read to me the HMIS Procedures, Participation, and Procedures information. I further acknowledge that I have received a copy of the HMIS System Procedures, Participation, and Procedures Form and the Informed Consent and Release of Information Form.

I understand that all information gathered about me is personal and private and that I do not have to participate in the Network. I also understand that information about non-confidential services provided to me by a member of the Network may be shared with other members of the Network.

I authorize (Agency) _____,
as a Network member, to share my basic identifying information and non-confidential service information with other Network member organizations. I authorize that a copy of this original will serve as an original for the purposed stated above.

Client's Authorizing Signature

Date (d/m/y)

Client's Printed Name

Based on the above information, I authorize basic identifying information and non-confidential service transactions on my dependent(s) to be shared with the Network.

Legal Guardian's Authorizing Signature

Date (d/m/y)

Legal Guardian's Printed Name

- Shelter Stays
- Food
- Clothing
- Transportation
- Employment
- Housing
- Childcare
- TB Clearance Status
- Utility Assistance

Authorizing Person's Initials

Date (d/m/y)

HMIS NETWORK MEMBER AGENCIES:

(INSERT PARTICIPATING
ORGANIZATION NAMES BELOW)

Gender

Q: Are you male or female?

Male	<input type="checkbox"/>
Female	<input type="checkbox"/>
Transgender	<input type="checkbox"/>
Other	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

Veteran Status

Q: Have you ever served on active duty in the Armed Forces of the United States?

No	<input type="checkbox"/>
Yes	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

Disabling Condition

Q: Do you have a physical, mental, emotional or developmental disability, HIV/AIDS, or a diagnosable substance abuse problem that is expected to be of a long duration and substantially limits your ability to live on your own?

S: If client is not sure, you may want to add: Have you ever been diagnosed with a physical, mental, emotional or developmental disability, HIV/AIDS, or a diagnosable substance abuse problem?

No	<input type="checkbox"/>
Yes	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

Residence Prior to Program Entry

Q: Where did you stay last night?

Emergency shelter (including a youth shelter, hotel, motel, campground paid with emergency shelter voucher)	<input type="checkbox"/>
Transitional housing for homeless persons (including homeless youth)	<input type="checkbox"/>
Permanent housing for formerly homeless persons (such as SHP, S+C, SRO Mod Rehab)	<input type="checkbox"/>
Psychiatric hospital or other psychiatric facility	<input type="checkbox"/>
Substance abuse treatment facility or detox center	<input type="checkbox"/>
Hospital (non psychiatric)	<input type="checkbox"/>
Jail, prison, juvenile detention facility	<input type="checkbox"/>
Room, apartment, or house that you rent	<input type="checkbox"/>
Apartment or house that you own	<input type="checkbox"/>
Staying or living in a family member's room, apartment, or house	<input type="checkbox"/>
Staying or living in a friend's room, apartment, or house	<input type="checkbox"/>
Hotel/motel paid for without emergency shelter voucher	<input type="checkbox"/>
Foster care home/foster care group home	<input type="checkbox"/>
Places not meant for habitation e.g., (vehicles, abandoned building, bus/train/subway station/airport, or anywhere else outside)	<input type="checkbox"/>
Other (Describe)	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

Q: How long did you stay at that place?

1 week or less	<input type="checkbox"/>
More than 1 week, but less than 1 month	<input type="checkbox"/>
1 to 3 months	<input type="checkbox"/>
More than 3 months but less than 1 year	<input type="checkbox"/>
1 year or longer	<input type="checkbox"/>

Zip Code of Last Permanent Address

Q: What is the zip code of the apartment, room, or house where you last lived for 90 days or more?

Zip code							
Don't know	<input type="checkbox"/>						
Refused	<input type="checkbox"/>						

Q: If zip code unknown, what is the city and state you last lived for 90 days or more?

City:																			
State:																			

Household Information

If it is not evident that others are applying for or receiving assistance with the client, then you may want to ask:

Q: Are there other family members who are applying for (or receiving) assistance with you? If yes, what (is) are their first, middle initial, and last name(s)? (legal names only, avoid aliases or nicknames)

Q: Do you have any children under 18 years of age with you? If yes, what is (are) their first, middle initial, and last name(s)? _____

Please fill out a separate form for each family member and clip together

Client Bed Check-In

Client Bed-entry Date: ____/____/____

Facility Client will be housed in: _____

Room Client will be housed in: _____

Bed Client will be assigned: _____

Subpopulation

Chronically Homeless (According to Federal Definition)	<input type="checkbox"/>
Severely Mentally Ill	<input type="checkbox"/>
Chronic Substance Abuse	<input type="checkbox"/>
Veteran	<input type="checkbox"/>
Person with HIV / AIDS	<input type="checkbox"/>
Victim of Domestic Violence	<input type="checkbox"/>
Unaccompanied Youth (Under 18)	<input type="checkbox"/>
Other	<input type="checkbox"/>

Services Provided

Outreach	<input type="checkbox"/>
Case Management	<input type="checkbox"/>
Life Skills (Outside of Case Management)	<input type="checkbox"/>
Alcohol or drug abuse services	<input type="checkbox"/>
Mental health services	<input type="checkbox"/>
HIV / AIDS – related services	<input type="checkbox"/>
Other health care services	<input type="checkbox"/>
Education	<input type="checkbox"/>
Housing placement	<input type="checkbox"/>
Employment assistance	<input type="checkbox"/>
Child care	<input type="checkbox"/>
Transportation	<input type="checkbox"/>
Legal	<input type="checkbox"/>
Deceased	<input type="checkbox"/>
Other (Describe)	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

Destination (At Exit)

Q: Where will the client be staying after they leave the program?

Emergency Shelter	<input type="checkbox"/>
Transitional housing for homeless persons (including homeless youth)	<input type="checkbox"/>
Permanent supportive housing for formerly homeless persons	<input type="checkbox"/>
Psychiatric hospital or other psychiatric facility	<input type="checkbox"/>
Substance abuse treatment facility or detox center	<input type="checkbox"/>
Hospital (non-psychiatric)	<input type="checkbox"/>
Jail, prison or juvenile detention facility	<input type="checkbox"/>
Room, apartment or house that you rent	<input type="checkbox"/>
Apartment or house that you own	<input type="checkbox"/>
Staying or living in a family member's room, apartment or house	<input type="checkbox"/>
Hotel or motel paid for without emergency shelter voucher	<input type="checkbox"/>
Foster care home or foster care group home	<input type="checkbox"/>
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	<input type="checkbox"/>
Safe Haven	<input type="checkbox"/>
Deceased	<input type="checkbox"/>
Other (Describe)	<input type="checkbox"/>
Don't know	<input type="checkbox"/>
Refused	<input type="checkbox"/>

Data Format and Requirements for the ABC Recovery Center Supportive Housing Program

Sample Date:	a	b	c	d	e	f	g	h	i	j	k	l	m	n	o	p	q	r		
	First Name	Middle Initial	Last Name	DOB	SSN (Optional)	Ethnicity	Race	Gender	Veteran Status	Disabling Condition	Residence Prior to Program Entry	Length of stay at Residence Prior to Program Entry	Zipcode of Last Permanent Address	Sub-Population	Enrollment Entry Date	Household Information	Bed Check-in	Enrollment Exit Date	Services Provided	Destination
	John	A	Smith	10/24/1945	111-22-3333	Non-Hispanic / Non-Latino	white	Male	No	No	Place not meant for habitation	See Exhibit H (pg. 2)	92503	See Exhibit H (pg. 3)	12/10/2009	See Exhibit H (pg. 3)	See Exhibit H (pg. 3)	12/31/2009	See Exhibit H (pg. 3)	See Exhibit H (pg. 4)

- a - Name: Three separate and distinguishable fields will be used for (1) First Name (2) Middle Initial (3) Last Name. No special characters.
- b - SSN: Provided in 999-99-9999 format
- c - DOB: Date of Birth in mm/dd/yyyy format
- d - Ethnicity: Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for acceptable values
- e - Race: Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for acceptable values
- f - Gender: Male / Female / Transgender / Unknown / Retused
- g - Veteran Status: Yes / No
- h - Disabling Condition: Yes / No
- i - Residence Prior to Program Entry: Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for acceptable values
- j - Length of stay at Residence Prior to Program Entry: "Length of Stay" is found in the "Master Assessment" of the client intake process under "New Client" - Universal Data ONLY" function in the Clients Tab.
- k - Zipcode of Last Permanent Address: Numeric values only. If unknown, leave blank.
- l - Sub-Population: Sub-Population is found in the client intake process under "New Client-Universal Data ONLY" function in the Clients Tab.
- m - Enrollment Entry Date in mm/dd/yyyy format. Enrollment Entry Date is found in the "Enrollments" function under the Clients Tab below the "Case Management Options" group.
- n - Household Information: Household information is collected for purposes of linking family members together in the system by identifying relationship to head of household and creating a family link found in the "Family and Contact Information" area of the Client Intake process.
- o - Bed Check-in: Bed check-in/out dates and Bed Assignment are found under the "Housing Tab".
- p - Enrollment Exit Date in mm/dd/yyyy format. Enrollment Exit Date is found in the "Enrollments" function by clicking on the enrollments "action gear" and selecting "Exit the Enrollment" option.
- q - Services Provided: Services is found under the Client Tab under the "Case Management Options" grouping. Each service the client receives should be added along with the start and end dates for each. For services that span more than one day, the user will edit the service and put in the appropriate date the service ended.
- r - Destination (at Exit) Destination is found in the "Exit the Enrollment" option, and is one of the questions required to be answered when a client is being exited from the program.



Riverside County Department of Public Social Services
**TENANT CHANGE NOTICE TO RIVERSIDE COUNTY
HOMELESS PROGRAMS UNIT**

TENANT MOVE OUT

Tenant Name: _____
Address: _____
Last Date of Occupancy: _____

TENANT MOVE IN

Tenant Name: _____
Address: _____
Date of Initial Occupancy: _____

Attached:

- Homeless Certification
- Disability Certification for Permanent Housing
- Rent Calculation

X

Signature

Date

Title & Organization

Grant #: _____

FOR COUNTY USE ONLY:

Date Received: _____

HQS Date Completed: _____

CERTIFICATION OF TENANT ROLL

Riverside County Department of Public Social Services

MONTH OF: GRANT #:

SPONSOR NAME:

TENANT NAME (Last, First)	UNIT TYPE (# of bedrooms)	ADDRESS	UNIT #	TENANT MOVE IN DATE	TENANT MOVE OUT DATE	LEASE START	LEASE END	LEASE AMOUNT	Utilities included in lease (WTR, SWR, TRA, GAS, ELE)	TENANT PAID PORTION
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										

CERTIFICATION

I certify this is true and correct

X

SIGNATURE

DATE