

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

809
A



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
June 15, 2010

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL
PROJECT SPONSOR AGREEMENT—HO-01669**

RECOMMENDED MOTION: That the Board of Supervisors approve and:

1. Authorize the Chairman of the Board to sign the attached renewal Project Sponsor Agreement [HO-01669] between DPSS and Shelter From The Storm, in the amount of \$235,620 for the period of August 1, 2010 through July 31, 2011.
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 Shelter From The Storm

Susan Loew

Susan Loew, Director

(CONTINUED – 2 pages in total)

FINANCIAL DATA	Current F.Y. Total Cost:	215,985	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010-11

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

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: (9/15/09, #3.35) | **District:** 4 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.41

FORM APPROVED COUNTY COUNSEL
BY: *Mark Seller* DATE: 6/15/10
BY: Department Controller DATE:

Purchasing: *Mark Seller*
Mark Seller, Assistant Director

TO: BOARD OF SUPERVISORS

DATE: June 15, 2010

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
RENEWAL PROJECT SPONSOR AGREEMENT—HO-01669**

BACKGROUND:

On November 23, 2009, DPSS submitted an application for Homeless Assistance funds to the U.S. Department of Housing and Urban Development (HUD). On December 23, 2009, HUD announced the approval of eighteen renewal grants for Riverside County's homeless projects – including the renewal of Shelter From The Storm's Florence Rigdon House.

On May 18, 2010, your Board approved the Grant Agreement between HUD and the County. We are now seeing approval for the Project Sponsor Agreement between DPSS and Shelter From The Storm.

Shelter From The Storm (SFTS), a nonprofit organization, operates the Florence Rigdon House transitional housing project—an 18 unit, 36 bedroom program in which residents (18 adults and their children) may stay up to 24 months. One hundred percent of residents in this program are homeless and victims of domestic violence. It is anticipated that all eligible clients will come from emergency shelters. This Agreement provides funding for supportive services, operations, and administrative costs.

According to the latest Annual Progress Report submitted by Shelter From The Storm, for the time period 8/1/08 to 7/31/09, 9 families entered the program and 11 families exited the program. Of those exiting, 72% moved into permanent housing and 45% gained income from employment.

There are no changes to the persons to be served, the service site(s), or service modalities between this renewal Agreement and the current-year Agreement that will expire on July 31, 2010.

FINANCIAL DATA: No County General Funds are required. Funding is 100% Federal funds. The full Grant amount is \$235,620; however, it is estimated that the Shelter From The Storm will expend \$215,985 in FY 2010-11, \$19,635 to be expended in FY 2011-12.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

Project Sponsor Agreement (3 copies) between DPSS and Shelter From The Storm.

SL: mr

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

CONTRACT: HO-01669

PROJECT SPONSOR: SHELTER FROM THE STORM

ACTIVITIES: FLORENCE RIGDON HOUSE TRANSITIONAL
SUPPORTIVE HOUSING FOR VICTIMS DOMESTIC
VIOLENCE

AGREEMENT TERM: AUGUST 1, 2010 THROUGH JULY 31, 2011

AGREEMENT AMOUNT: \$235,620

HUD PROJECT NUMBER: CA0680B9D080802

RECITALS

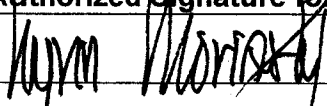
This Agreement is made and entered into by and between the County of Riverside, hereinafter referred to as "County," and Shelter From The Storm, hereinafter referred to as the "Project Sponsor."

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:
Marion Ashley	Lynn Moriarity
Title: Chairman, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: 73555 Alessandro Drive, Suite D Palm Desert, CA 92260
Date Signed:	Date Signed: 5-6-10

FORM APPROVED COUNTY COUNSEL
BY:  4/21/10
LARISA R-MCKENNA DATE

SHELTER FROM THE STORM

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 – Tenant Change Notice Form
- EXHIBIT D – 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 Shelter From The Storm, 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 women with children and youth under the age of 18 years old who are victims of domestic violence. 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.

IV. FISCAL PROVISIONS

A. OBLIGATION

The Project Sponsor shall be reimbursed by HUD, utilizing a draw down process, for an amount not to exceed \$235,620. The County shall be reimbursed by HUD for an amount not to exceed \$5,610. Said funds shall be spent according to the budget shown below.

Budget Category	Total
OPERATING COSTS	\$116,000
SUPPORTIVE SERVICES	\$108,400
ADMINISTRATIVE COSTS (PROJECT SPONSOR)	\$5,610
ADMINISTRATIVE COSTS (COUNTY)	\$5,610
Total	\$235,620

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 August 1, 2010 through July 31, 2011.

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), included in **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 immediately upon knowledge of a participant entering and exiting a housing unit. The notification document, attached hereto as **Exhibit C** [Tenant Change Notice Form] and incorporated herein by this reference, shall be faxed to (951) 358-7755. It is also strongly encouraged that the Project Sponsor follow up with a telephone call to the Program Specialist at (951) 358-5638 to verify receipt of the faxed Tenant Change Notice Form. If the Tenant Change Notice is for a new client entering the facility, the fax should be accompanied by the following: (a) the Verification of Homelessness, (b) the rent calculation, and (c) verification of disability (if applicable). If it is not possible to fax this documentation with the Tenant Change Notice form, the Project Sponsor must have a copy available at the time the HQS is performed by DPSS. Upon receipt of the Tenant Change Notice Form, DPSS will, within two (2) business days, contact the Project Sponsor to arrange a HUD Habitability Quality Standard [HQS] Inspection of the housing unit being vacated. HQS Inspections are required by HUD in (24 CFR 583.300(b)). If a vacancy occurs in which the Project Sponsor cannot notify DPSS in the timeframe set forth above, or if DPSS cannot perform the HQS Inspection in the timeframe set forth above, the Project Sponsor has the authority to fill the vacancy with a client from their waiting list. Upon such an occurrence, the Project Sponsor is to notify DPSS immediately whereas DPSS will perform the HQS inspection after the fact.
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 D** [Certification of Tenant Roll] and incorporated herein by this reference. The residential log is due, by fax on or before the 10th (tenth) business day following the reporting month, regardless of the means by which the report is sent to DPSS. The fax number of the Homeless Programs Unit is 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, 1st Floor
 Riverside, CA 92503

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

Project Sponsor: Shelter From The Storm
 Attn: Executive Director
 73555 Alessandro Drive, Suite D

Palm Desert, CA 92260

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 and Housing 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.

Applicant: Riverside City & County CoC

CA-608

Project: Shelter From the Storm Transitional Housing Program - Florence Ridgon House

EX2_010922

Before Starting the Exhibit 2 (Project) Application

HUD strongly encourages ALL applicants to review the following information BEFORE beginning the 2009 Exhibit 2 (Project) Application.

Training resources are available online at: www.hudhre.info/esnaps - Training modules are available to help complete or update the Exhibit 2 application, including attaching required forms. - The HUD HRE Virtual Help Desk is available for submitting technical and policy questions directly to HUD. - Guidance is available on obtaining a DUN and Bradstreet DUNS Number, and completing, updating or renewing CCR registration.

Things to Remember - Review the 2009 Notice of Funding Availability for the Continuum of Care (CoC) Homeless Assistance Program for specific application and program requirements. - Renewal applications - the 2009 Exhibit 2 application forms will be populated with information from the 2008 application, if applicable. The populated information must be verified and updated, if necessary. - First-time renewal and new applications will not have pre-populated information and must complete all Exhibit 2 forms. - The 2009 SHP funding request for each budget activity must be consistent with the amounts in the 2009 SHP Grant Inventory Worksheets, as approved by HUD. - The S+C rental assistance request for each unit in the project must be consistent with unit configuration listed in the 2009 S+C Grant Inventory Worksheets, as approved by HUD. - HUD will announce the 2009 conditional awards for renewal applications within 30-60 days of the closing of the CoC competition.

Project Information - Page 1

Instructions:

The selections made on this form will determine the remaining forms that must be completed with this application.

CoC Number and Name (required) ζ select the appropriate Continuum of Care (CoC) name and number from the drop-down menu.

Project Name (populated) ζ this field will populate in a read-only format for all applications. Return to the applicant project listing to update the name of the project.

Project Type (required) ζ indicate whether the project is eligible for new or renewal funds during the current competition. Renewal projects are defined as those HUD McKinney-Vento grants that have received funding in a previous competition and are eligible to renew during the current competition.

Program Type (required) ζ select one of the three HUD homeless assistance programs that appropriately identifies the competitive program under which the application should be funded and operated - Supportive Housing Program (SHP), Shelter Plus Care (S+C), or Section 8 Moderate Rehabilitation for Single Room Occupancy (Section 8 SRO).

Component Type (required) ζ each homeless assistance program features several components to help homeless people achieve independence. Select the one component that appropriately identifies the application being submitted.

In which state is the project located (required) ζ of the available states listed, select the state(s) in which the project is located. The selected state(s) will be used to populate the available geography codes on the next form (Project Information - Page 2) of this application.

In which Congressional District(s) is the project located (required) ζ of the available congressional districts listed, select the district(s) in which the project is located. The selected district(s) will be used to send correspondence to the appropriate Congressional Representative(s).

Project Description (required) ζ in the last field on this form, provide a general description of the project. The description must include a response to the program requirements under which the project will operate. The description must also include information on the homeless needs that are addressed by the project, the type of housing that will be provided, and the target population that the project will serve. Completion of this field is required of all new and renewal projects.

Additional resources:

<http://esnaps.hudhre.info/training>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Complete or update the form fields in the order of appearance. For renewal applications, the fields will populate with information from the 2008 application submission, if applicable. Please verify that all populated fields are correct.

Expiring Grant Number CA0680B9D080801

Exhibit 2	Page 2	11/18/2009
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CoC Number and Name CA-608 - Riverside City & County CoC

Project Name Shelter From the Storm Transitional Housing Program - Florence Ridgon House

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-045
(for multiple selections hold CTRL + Key)

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

Transitional housing for adult victims of domestic violence and their children. Including supportive services of mental health and case management. Includes operations of apartment buildings.

Project Information - Page 2

Instructions:

The fields that must be completed on this form will vary based on the project, program, and component type selected on Page 1 of the Project Information form.

NEW PROJECTS:

Is the project requesting new Special Housing funding (required) - for this competition there is only one special housing project - the Permanent Housing (PH) Bonus. New projects applying under the SHP-PH, S+C, or Section 8 SRO programs may qualify for PH Bonus funding.

RENEWAL PROJECTS:

Previous Samaritan Housing /Chronic Homeless Initiative funding (required) - if the project previously received funds under the Samaritan Housing or Chronic Homeless Initiatives, the project must continue to meet the requirements of either initiative for the life of the project.

Grant Consolidation (required) - indicate whether or not the project has recently consolidated two or more grants that have been approved through HUD's grant amendment process. Each consolidated grant must be listed on the "Grant Consolidation" form.

NEW AND RENEWAL PROJECTS:

A response to the following fields is required by both new and renewal projects - Grant term (required) - the available terms will vary depending on the project and program types; Use of energy star (required); Located in a rural area (required) - as defined in the 2009 NOFA; Located on land previously owned by the military (required); and Geographic areas served by the project (required).

Select the appropriate SHP budget activities (required) - all SHP projects must identify the budget activities for which funding is being requested. Depending on the project type, the following budget activities may be listed: acquisition, new construction, rehabilitation, leasing (units or structures), supportive services, operations, and HMIS.

Additional resources:

<http://esnaps.hudhre.info/training>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Complete or update the form fields in the order of appearance. For renewal applications, the fields will populate with information from the 2008 application submission, if applicable. Please verify that all populated fields are correct.

**Were one or more projects consolidated with No
this project?**

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

Grant Term 1 Year

Note: the 1 year grant term option is permitted for new HMIS and renewal applications only.

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) 063048 RIVERSIDE

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

Project Sponsor Information

Instructions:

Sponsor Same as Applicant (required) - select Yes or No from the drop-down menu to denote if the applicant is the same as the project sponsor. If Yes, select the "Save" button to review the SF-424 data populated in the form fields. If No, select the "Save" button to complete or update the form fields as required.

DUNS Number (required) - enter or update DUNS Number in the proper format.

Tax ID or EIN (required) - enter or update the sponsor's ID or EIN in the proper format.

Street Address 1 (required) - enter or update the number and street name.

Street Address 2 (no input required) - enter the unit, suite, or floor if applicable.

City (required) - enter the location city.

State (required) - select or update the location State abbreviation from the drop-down menu.

Zip Code (required) - enter the location Zip Code in the proper format.

Faith Based Organization (required) - select Yes or No from the drop-down menu to denote if the sponsor is a faith based organization.

Prior Federal Grant Recipient (required) - select Yes or No from the drop-down menu to denote if the sponsor is a faith based organization.

Additional resources:

<http://esnaps.hudhre.info/training>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Complete or update the form fields in the order of appearance. The form fields will populate data from the 2008 application submission, if applicable, and the SF-424, if the applicant is the same entity as the sponsor. Please verify that all populated fields are correct.

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

Organization Name Shelter From The Storm, Inc.

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

If "Other" specify:

DUNS Number Format: xxxxxxxx or xxxxxxxxxxxxxx	946321924	PLU S 4
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Applicant: Riverside City & County CoC

CA-608

Project: Shelter From the Storm Transitional Housing Program - Florence Ridgon House

EX2_010922

Tax ID or EIN 33-0293124
Format: 12-3456789

Street Address 1 73555 Alessandro Dr., Ste D

Street Address 2

City Palm Desert

State California

Zip Code 92260

Format: 12345 or 12345-1234

Is the sponsor a Faith-Based Organization? No

Identify source documentation for sponsor's nonprofit status: IRS letter or ruling showing 501(c)(3) status

Applicant: Riverside City & County CoC

CA-608

Project: Shelter From the Storm Transitional Housing Program - Florence Ridgon House

EX2_010922

Non-Profit Documentation Attachment

Document Type	Required?	Document Description	Date Attached
Proof of non-profit status	Yes	non profit	10/20/2009

Non-Profit Documentation Attachment Detail

Document Description: non profit

Project Sponsor Contact Information

Instructions:

Prefix (no input required) ⌵ select Dr., Mr., Mrs., Ms., Miss, Rev ... from dropdown menu.

First Name (required) ⌵ enter or update the First Name of the primary sponsor representative.

Middle Name (required) ⌵ enter or update the Middle Name of the primary sponsor representative.

Last Name (required) ⌵ enter or update the Last Name of the primary sponsor representative.

Suffix (no input required) ⌵ select Jr., Sr., M.D., D.D.S., Ph.D, Esq ⌵ from dropdown menu.

Title (required) ⌵ enter or update the Title of the primary sponsor representative.

E-mail Address (required) ⌵ enter or update the e-mail address of the primary sponsor representative.

Confirm E-mail Address (required) ⌵ re-enter or update the sponsor e-mail address.

Phone Number (required) ⌵ enter or update the sponsor's 10-digit Phone Number in prescribed format XXX-XXX-XXXX.

Extension (no input required) ⌵ enter or update the Extension associated with the sponsor's Phone Number.

Fax Number (required) ⌵ enter the 10-digit sponsor Fax Number in prescribed format XXX-XXX-XXXX.

Complete or update the form fields in the order of appearance. The form fields will populate data from the 2008 application submission, if applicable, and the SF-424, if the applicant is the same entity as the sponsor. Please verify that all populated fields are correct.

Prefix Ms.

First Name Lynn

Middle Name

Last Name Moriarty

Suffix

Title Executive Drector

E-mail Address Lynn@ShelterFromTheStorm.com

Confirm E-mail Address Lynn@ShelterFromTheStorm.com

Phone Number 760-674-0400

Format: 123-456-7890

Extension

Applicant: Riverside City & County CoC

CA-608

Project: Shelter From the Storm Transitional Housing Program - Florence Ridgon House

EX2_010922

Fax Number 760-674-0400
Format: 123-456-7890

Project Participants - Households with Dependent Children

Instructions:

Total number of households (required) ζ enter or update the total number of households served at a point in time.

Disabled adults (in this row) ζ enter the total number of adult participants with a disability. Of these participants, indicate how many fall into one or more of the subpopulation categories (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

Non-disabled adults (in this row) ζ enter the total number of adult participants without a disability. Of these participants, indicate how many fall into one or more of the subpopulation categories (chronic substance abuse, veterans, and DV victims).

Disabled children (in this row) ζ enter the total number of participant children with a disability. Of these participants, indicate how many fall into one or more of the subpopulation categories (chronically homeless, severely mentally ill, chronic substance abuse, persons with HIV/AIDS, and DV victims).

Non-disabled children (in this row) ζ enter the total number of participant children without a disability. Of these participants, indicate how many fall into one or more of the subpopulation categories (chronic substance abuse and DV victims).

Total persons (calculated row) ζ all fields are automatically calculated.

Total number of adults (calculated row) ζ all fields are automatically calculated.

Total number of children (calculated row) ζ all fields are automatically calculated.

Additional Resources: Point in time - PIT (definition) ζ a snap shot of the number of homeless persons that can be served, on any given night or day, when the project is at full capacity. This count is based on the applicant's estimate at the time of application, for a new grant. For a renewal project, the PIT is based on the applicant's assessment of the number of participants residing in a facility or served by the program on a particular night or day when the project is at full capacity.

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>
<http://esnaps.hudhre.info/training>

Indicate the total number of homeless persons and subpopulations served by the project, at a particular point in time (when the project is at full capacity).

Total Number of Households	18					
	Total Persons	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
Disabled Adults						
Non-Disabled Adults	18					18
Disabled Children						
Non-Disabled Children	36					36
Total Persons (click on "Save" to auto-calculate)	54	0	0	0	0	54
Total Number of Adults (click on "Save" to auto-calculate)	18					

Applicant: Riverside City & County CoC

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Project: Shelter From the Storm Transitional Housing Program - Florence Ridgon House

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Total Number of Children (click on "Save" to auto-calculate)	36
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Project Participants - Households without Dependent Children

Instructions:

Total number of households (required) ζ enter the total number of households served at a point in time.

Disabled adults (in this row) ζ enter the total number of adult participants with a disability. Of these participants, indicate how many fall into one or more of the subpopulation categories (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

Non-disabled adults (in this row) ζ enter the total number of adult participants without a disability. Of these participants, indicate how many fall into one or more of the subpopulation categories (chronic substance abuse, veterans, and DV victims).

Disabled unaccompanied youth (in this row) ζ enter the total number of unaccompanied youth with a disability. Of these participants, indicate how many fall into one or more of the subpopulation categories (chronically homeless, severely mentally ill, chronic substance abuse, persons with HIV/AIDS, and DV victims).

Non-disabled unaccompanied youth (in this row) ζ enter the total number of unaccompanied youth without a disability. Of these participants, indicate how many fall into one or more of the subpopulation categories (chronic substance abuse, and DV victims).

Total persons (calculated row) ζ all fields are automatically calculated.

Total number of adults (calculated row) ζ all fields are automatically calculated.

Total number of unaccompanied youth (calculated row) ζ all fields are automatically calculated.

Additional Resources:

Point in time - PIT (definition) ζ a snap shot of the number of homeless persons that can be served, on any given night or day, when the project is at full capacity. This count is based on the applicant's estimate at the time of application, for a new grant. For a renewal project, the PIT is based on the applicant's assessment of the number of participants residing in a facility or served by the program on a particular night or day when the project is at full capacity.

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

<http://esnaps.hudhre.info/training>

Indicate the total number of homeless persons and subpopulations served by the project, at a particular point in time (when the project is at full capacity).

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	0						
	Total Persons	Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
Disabled Adults							
Non-Disabled Adults							
Disabled Unaccompanied Youth							
Non-Disabled Unaccompanied Youth							
Total Persons (click on "Save" to auto-calculate)	0		0	0	0	0	0
Total Number of Adults (click on "Save" to auto-calculate)	0						
Total Number of Unaccompanied Youth (click on "Save" to auto-calculate)	0						

Outreach for Participants

Instructions:

Where homeless participants are coming from (required) - enter or update the percentage (%) related to the places from which homeless participants are coming (streets, emergency shelters, safe havens, or transitional housing who came directly from the streets, emergency shelter, or safe haven).

Total of above percentage (calculated) - the percentages entered will sum in the Total of above percentages field.

If total is less than 100% - indicate the other places from which homeless persons enter the project.

Outreach plan (required for new projects) - describe how the applicant/sponsor plans to bring homeless persons into the project.

Contingency plan (required for new projects) - describe the contingency plan that the applicant/sponsor will implement if the project experiences difficulty in meeting the Bonus requirements to serve exclusively homeless and disabled individuals and families. The contingency plan may include re-evaluating the intake assessment procedures or outreach plan.

Additional resources:

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

<http://esnaps.hudhre.info/training>

Complete or update the form fields in the order of appearance. For renewal applications, the fields will populate with information from the 2008 application submission, if applicable. Please verify that all populated fields are correct.

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.

	Persons who came from the street or other locations not meant for human habitation.
100%	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.

SHP Operating Budget

Instructions:

Eligible operating (populated) - the system populates a list of eligible operating activities for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible activities, which are not listed. Refer to the SHP Desk Guide for details on eligible operations activities.

Quantity (required) - enter or update the quantity (eg. FTE hours and benefits for staff, utility types, monthly allowance for food and supplies) for each operating activity for which SHP funding is being requested.

SHP Request (required) - for each grant year, enter or update the amount (\$) requested for each activity that is DIRECTLY related to operating the housing or supportive services facility. The SHP Request should match budget amounts identified on the Grant Inventory Worksheet.

Total (calculated) - the total SHP funding (\$) requested for each activity will automatically calculate in the Total column.

Total SHP dollars requested (calculated) - the total SHP funding (\$) requested for each grant year will automatically calculate in the Total SHP dollars requested row.

Cash Match (required) - for each grant year, enter or update the cash amount (\$) available to support the SHP request. By law, the grantee or project sponsor must make cash payment for at least 25% of the project's total Operations budget for each grant year.

Total SHP Operations Budget (calculated) - the Total Operations Budget will automatically calculate.

Other Resources (optional) - if there are in-kind or additional cash resources above the requested cash match requirement, enter the total amount (\$) available per grant year.

Additional resources:

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

<http://esnaps.hudhre.info/training>

For each year of the grant term, enter the quantity and total budget request for each operating activity. For renewal applications, the fields will populate with information from the 2008 application submission, if applicable. Please make sure that the budget requests for all renewal projects correspond to the budget amounts on Grant Inventory Worksheet.

Eligible Costs	Quantity (limit 400 characters)	SHP Request Year 1	Total
1.Maintenance/Repair	cleaning, plumbing, pest control, other routine site maintenance, and appliance replacement	\$10,000	\$10,000
2.Staff	5 Resident Mgr @ 4 FTE / 1 Office Mgr @ 0.2 FTE	\$75,000	\$75,000
3.Utilities	Water, Gas, Electircal, Trash	\$25,000	\$25,000
4.Equipment (lease/buy)		\$0	\$0
5.Supplies	18 units kitchen and linen supplies	\$2,500	\$2,500

6. Insurance	Personal property insurance	\$3,000	\$3,000
7. Furnishings		\$0	\$0
8. Relocation		\$0	\$0
9. Other (must specify *)			
telephone		\$350	\$350
postage		\$150	\$150
10. Total SHP Request		\$116,000	\$116,000
11. Cash Match		\$38,667	\$38,667
12. Total SHP Operating Budget		\$154,667	\$154,667
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

Instructions:

Eligible supportive services (populated) - the system populates a list of eligible supportive services for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible activities, which are not listed. Refer to the SHP Desk Guide for details on eligible supportive services activities.

Quantity (required) - enter or update the quantity (eg. 1 FTE Case Manager Salary + benefits, or child care for 15 children) for each supportive service activity for which SHP funding is being requested.

SHP Request (required) - for each grant year, enter or update the amount (\$) requested for each activity that is DIRECTLY related to providing supportive services to homeless participants. The SHP Request should match budget amounts identified on the Grant Inventory Worksheet.

Total (calculated) - the total SHP funding (\$) requested for each activity will automatically calculate in the Total column.

Cash Match (required) - for each grant year, enter or update the cash amount (\$) available to support the SHP request. By law, the grantee or project sponsor must make cash payment for at least 20% of the project's total Supportive Service annual budget.

Total SHP Supportive Services Budget (calculated) - the Total Supportive Services Budget will automatically calculate.

Other Resources (optional) - if there are in-kind or additional cash resources above the requested cash match requirement, enter or update the total amount (\$) available per grant year.

Additional resources:

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>
<http://esnaps.hudhre.info/training>

For each year of the grant term, enter the quantity and total budget request for each supportive service activity. For renewal applications, the fields will populate with information from the 2008 application submission, if applicable. Please make sure that the budget requests for all renewal projects correspond to the budget amounts on Grant Inventory Worksheet.

Supportive Services Costs	Quantity (limit 400 characters)	SHP Request Year 1	Total
1. Outreach	2 CM @ 0.1 FTE / 4 Clinical @ 0.1 FTE	\$8,400	\$8,400
2. Case Management	2 Case Mgrs @ 1.5 FTE	\$40,000	\$40,000
3. Life Skills (outside of case management)		\$0	\$0
4. Alcohol and Drug Abuse Services		\$0	\$0
5. Mental Health and Counseling Services	4 Clinicians @ 1.5 FTE / Psychiatrist	\$60,000	\$60,000
6. HIV/AIDS Services		\$0	\$0
7. Health Related and Home Health Services		\$0	\$0
8. Education and Instruction		\$0	\$0
9. Employment Services		\$0	\$0
10. Child Care		\$0	\$0

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11. Transportation		\$0	\$0
13. Other (must specify)			
		\$0	\$0
		\$0	\$0
		\$0	\$0
14. Total SHP dollars requested		\$108,400	\$108,400
15. Cash Match		\$27,100	\$27,100
16. Total SHP Supportive Services Budget		\$135,500	\$135,500
17. Other resources (cash and in-kind)		\$0	\$0

Supportive Housing Program (SHP) Summary Budget

The following information summarizes the SHP funding request and the available cash match for the total term of the project. However, the appropriate amount of administrative costs must be entered in the field below. Please make sure that the budget amounts requested for all renewal projects correspond to the budget amounts on Grant Inventory Worksheet.

Selected Grant Term 1 Year

SHP Activities	SHP Dollars Request	Cash Match	Totals
1. Acquisition	\$0	\$0	\$0
2. Rehabilitation	\$0	\$0	\$0
3. New Construction	\$0	\$0	\$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	\$108,400	\$27,100	\$135,500
7. Operations From Operating Budget Chart	\$116,000	\$38,667	\$154,667
8. HMIS From HMIS Budget Chart	\$0	\$0	\$0
9. SHP Request (Subtotal lines 4-8)	\$224,400		
10. Administrative Costs (Up to 5% of line 9)	\$11,220		
	Total SHP Request (Total lines 9 and 10)	Total Cash Match	Total Budget (Total SHP Request + Total Cash Match)
	\$235,620	\$65,767	\$301,387

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Program Outcome Logic Model (HUD 96010) Attachment

Document Type	Required?	Document Description	Date Attached
Logic Model for Program Outcome (HUD 96010)	Yes	SFTS Logic Model	10/18/2009

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Program Outcome Logic Model (HUD 96010) Attachment Detail

Document Description: SFTS Logic Model

