

**SUBMITTAL TO THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

802
A



FROM: Housing Authority

SUBMITTAL DATE:
May 25, 2011

SUBJECT: Approval of Contract HO-02055 between the Riverside County Department of Public Social Services and the Housing Authority for the Shelter Plus Care Program

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve the attached Contract HO-02055 between the Housing Authority and the Riverside County Department of Public Social Services, in the amount of \$523,248, to provide tenant based rental assistance to homeless persons with a debilitating mental health illness;
2. Authorize the Chairman to execute the attached agreement; and
3. Authorize the Executive Director, or designee, to take all necessary and relevant steps to implement this agreement including, but not limited to, signing subsequent necessary and relevant documents.

BACKGROUND: (Commences on Page 2)

Robert Field
Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 523,248	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes

SOURCE OF FUNDS: U.S. Department of Housing and Urban Development	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Jennifer L. Sargent
BY: Jennifer L. Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 5/16/11
 DATE: 5-21-11
 FORM APPROVED COUNTY COUNSEL
 BY: ANITAC WILLIS
 Policy Policy
 Consent Consent
 Dept's Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: 10.1 of 6/22/10 | **District:** All | **Agenda Number:** 10.1

Housing Authority

Approval of Contract HO-02055 between the Riverside County Department of Public Social Services and the Housing Authority for the Shelter Plus Care Program

May 25, 2011

Page 2

BACKGROUND:

The Housing Authority administers several housing assistance programs targeted to homeless individuals and families. These programs include the Shelter Plus Care Program which is funded through six separate grants through the U.S. Department of Housing and Urban Development (HUD) which provide 111 units of permanent supportive housing. The Housing Authority is the largest provider of permanent supportive housing for homeless residents in the County of Riverside.

The Shelter Plus Care Program is funded through a competitive funding process sponsored locally by the Department of Public Social Services. HUD awards a five year grant for the initial grant term and requires agencies to submit an application for renewal funding each subsequent year. In June, 2010, the Housing Authority submitted an application to renew funding for two Shelter Plus Care projects known as the East and West County programs. Included in this renewal application was a request to consolidate these two programs into one grant to maximize administrative efficiency. HUD formally approved the consolidated renewal application on January 10, 2011 in the amount of \$523,248 for a 12 month period commencing on June 17, 2011.

Under the consolidated grant, the Housing Authority will provide at least forty-one units of tenant based rental assistance to homeless persons with disabilities throughout the County. In addition to rental assistance, program participants receive comprehensive supportive services provided by the Department of Mental Health which includes case management, life skills, mental health services, transportation, and vocational rehabilitation. Federal regulations permit the Housing Authority to serve additional households with excess grant funds. Based on current expenditure levels, the Housing Authority anticipates serving an additional nine households with excess grant funds thereby providing 50 units of housing through the consolidated East/West County program.

No County General funds are required as the funding is 100% federal funds. The program operating year (6/17/2011 – 6/16/2012) spans two fiscal years therefore it is estimated that the Housing Authority will expend \$479,644 in FY2011-12 and \$43,604 in FY2012-13.

County Counsel has reviewed and approved this agreement as to form. Staff recommends approval.

**RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES
SHELTER PLUS CARE PROGRAM AGREEMENT**

CONTRACT: HO-02055

PROJECT SPONSOR: HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

ACTIVITIES: TENANT-BASED RENTAL ASSISTANCE FOR SEVERELY MENTALLY ILL HOMELESS PERSONS

AGREEMENT TERM: JUNE 17, 2011 THROUGH JUNE 16, 2012

AGREEMENT AMOUNT: \$523,248

HUD PROJECT NUMBER: CA0683C9D081003

RECITALS

This Agreement is made and entered into by and between the County of Riverside, hereinafter referred to as "County," and the Housing Authority of Riverside County, 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 Rule (CFDA 14.235), codified as 24 CFR 583 and Subtitle C of Title IV of the Stewart B. McKinney Homeless 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 Riverside County Board of Supervisors:	Authorized Signature for the Housing Authority Board of Commissioners:
Printed Name of Person Signing:	Printed Name of Person Signing:
Bob Buster	Bob Buster
Title: Chairman, Board of Supervisors	Title: Chairman, Board of Commissioners
Address: 4080 Lemon Street Riverside, CA 92501	Address: 5555 Arlington Avenue Riverside, CA 92504
Date:	Date:

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 5-18-11
ARITA C. WILLIS DATE

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 4/21/11
LARRY W. MOKSNESS DATE

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

SHELTER PLUS CARE PROGRAM – CONSOLIDATED ALL-COUNTY

TERMS AND CONDITIONS

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LIST OF EXHIBITS

- EXHIBIT A – Project Application
- EXHIBIT B – 2-1-1 Riverside County Agency Registration Form
- EXHIBIT C – 2-1-1 Riverside County Program Registration Form
- EXHIBIT D – Contract Accounting and Administrative Handbook for HUD Funded Programs
- EXHIBIT E – Tenant Change Notice Form
- EXHIBIT F – 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 "2-1-1" refers to 2-1-1 Riverside County—a designated 3-digit number that allows callers to receive up-to-date information and referrals to health and human service agencies.
- B. "Application" refers to the approved application and its submissions prepared by the Project Sponsor that is the basis on which HUD approved the grant.
- C. "Draw Down" refers to the wire transfer system called Line of Credit Control System - Voice Response System (LOCCS – VRS).
- D. "Homeless" refers to someone who is sleeping a place not meant for human habitation, such as cars, parks, sidewalks and abandoned or condemned buildings, or in an emergency shelter, or a person in transitional housing. This may include a person who ordinarily sleeps in one or more of the above places but is spending a short time (30 days or less) in a hospital or other institution.
- E. "HMIS" refers to the Riverside County Homeless Management Information System
- F. "Participants" refers to someone who has a disability with severe mental illness that is expected to be of long-continued and indefinite duration, which substantially impedes his or her ability to live independently, and is of such a nature that the disability could be improved by more suitable housing conditions
- G. "Project" refers to permanent housing and supportive services for the purpose of facilitating the stability of homeless individuals.
- H. "Project Sponsor" or "Contractor" refers to the Housing Authority of the County of Riverside, the entity under agreement with DPSS to operate the project on a daily basis.
- I. "Shelter Plus Care Program" refers to the HUD grants program to promote the provision of permanent housing through tenant based rental assistance and supportive services to homeless individuals.

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 a program coordinator between DPSS and the Project Sponsor to provide the Project Sponsor with programmatic consultation and advise the Project Sponsor of all pertinent existing guidelines and regulations. Such staff shall provide, or arrange for the provision of, 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 which the Project Sponsor is required to complete with respect to this Agreement.

III. PROJECT SPONSOR RESPONSIBILITIES

- A. The Project Sponsor shall provide services as set forth in the Project Application, attached hereto as Exhibit A and incorporated herein by these references.
- B. The Project Sponsor shall be responsible for the overall administration of the Project, including providing permanent supportive housing for those homeless individuals who have been diagnosed with a mental health condition, overseeing all subcontracts, and keeping records and reports established for the purpose of carrying 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.
- 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 shall register its agency and/or program, as funded by DPSS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as Exhibits B and C, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

For general inquiries regarding agency and/or program registration, Project Sponsors may contact 2-1-1 by one of the following methods:

Telephone	(800) 464-1123 or (951) 686-4402, Monday through Friday - 8:00 am to 5:00 pm
U.S. Postal Service	P.O. 5376, Riverside, CA 92517-5376
E-mail	211info@vcrivco.org

- E. The Project Sponsor shall assume responsibility for assuring that persons served under the terms of this Agreement meet the criteria specified in federal law for participants served under the Shelter Plus Care Program.
- F. The Project Sponsor shall comply with the policies and procedures in the DPSS Administrative Handbook for HUD Funded Programs, attached hereto as EXHIBIT D, and incorporated herein by this reference, and any 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
- G. The Project Sponsor shall provide tenant-based rental assistance that is in compliance with all applicable state, federal, and local housing codes, licensing and/or permit requirements, and any other requirement under which the project is located.
- H. The Project Sponsor shall provide forty-one (41) units of tenant-based rental assistance to homeless individuals and families who are living on the street or in emergency shelters, as permitted by the U.S. Department of Housing and Urban Development.

- I. If funded for Transitional Housing or Permanent Housing, ~~excluding Shelter Plus Care~~, the Project Sponsor shall only authorize program participants to inhabit a housing unit after DPSS has conducted an official Housing Quality Standard (HQS) Inspection.
- J. 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.
- K. DPSS retains the rights to the HMIS and case management software application used in the operations of this property. DPSS grants the Project Sponsor an exclusive perpetual license to use the HMIS software for the term of this Agreement.
- L. The Project Sponsor shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the Housing and Homeless Coalition for Riverside County's HMIS Policies and Procedures Manual, which is located on the DPSS Homeless Programs Unit website (<http://riversidehomeless.org/pdf/PolProc.pdf>).

IV. FISCAL PROVISIONS

A. OBLIGATION

- 1. The Project Sponsor shall be reimbursed by the United States Department of Housing and Urban Development through the County, utilizing a draw down process, for an amount not to exceed \$523,248. Of this amount, up to 8% may be used for Shelter Plus Care administrative activities.
- 2. Administration of housing assistance includes processing rental payments to landlords, examining participant income, inspecting units for compliance with housing quality standards, and receiving participants into the program. These costs must be paid out of the original grant amount. No additional funds will be provided to administer the housing assistance. The payment shall constitute full and complete compensation for the Project Sponsor's services under this Agreement. Said funds shall be handled according to the budget shown below.

Budgetary Category	Total
RENTAL ASSISTANCE	\$482,692
SHELTER PLUS CARE ADMINISTRATIVE ACTIVITIES	\$40,556
TOTAL	\$523,248

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 D**.
- 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 to operate deficit funds.
- 3. Match Documentation:

- a. The Project Sponsor shall provide a value of Supportive Services match that is at least equal to the annual rental assistance value. The Project Sponsor will submit match documentation by completing Appendix 1 of Exhibit D at least quarterly. Additionally, match information will be provided to DPSS at least annually, Exhibit D, in Appendix 6 Annual Progress Report (APR). The following activities may count as match:
- Salaries paid to Project Sponsor staff to provide supportive services to participants;
 - The value of supportive services provided to participants by other organizations or by professionals volunteering their professional services;
 - Supportive services provided by other volunteers (at the rate of \$10 per hour);
 - The prorated value of any lease on a building used for supportive services to program participants; and
 - The cost of outreach activities after the Agreement has been signed.
- b. In the event that the Project Sponsor does not meet the requirement aforementioned in paragraph 3.a. above, DPSS reserves the right to suspend or terminate this Agreement.

C. DISBURSEMENT OF FUNDS

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

1. Rental Assistance and Project Administrative Costs: The Project Sponsor shall submit claims to be drawn down for real property leasing on a monthly basis.
2. Eligible administrative costs include only those related to the administration of the housing assistance, which includes the following:
 - Receiving new participants into the program;
 - Providing housing information and search assistance;
 - Determining participant income and rent contributions;
 - Inspecting units for compliance with Housing Quality Standards; and
 - Processing rental payments to landlords.

D. UNEXPENDED FUNDS AND CLOSE-OUTS

1. The Project Sponsor shall complete all necessary closeout procedures 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 shall provide a final financial audit for activities performed under this Agreement at the expiration of the financial closeout period as required by OMB Circular A-133.

E. INSPECTION AND AUDITS

- 1: 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.
2. 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.
3. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for five (5) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later.
4. Should the 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.
5. 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.
6. 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.

F. WITHHELD PAYMENTS

1. Unearned payments under this Agreement may be suspended or terminated if grant funds to DPSS are suspended or 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.

G. FISCAL ACCOUNTABILITY

1. The Project Sponsor agrees to manage funds 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.

H. AVAILABILITY OF FUNDING

The County's obligation for payment of the Agreement beyond the term of the Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the term of the grant unless funds are made available for such performance.

V. GENERAL PROVISIONS**A. TERM OF AGREEMENT**

The Agreement shall be effective from June 17, 2011 through June 16, 2012.

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

The Contractor 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 and which are equally applicable and made binding upon the Project Sponsor as though made with the Project Sponsor directly.

C. 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. DPSS will make final determination of any dispute about conflict(s) of interest.

D. 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 Shelter Plus Care Rule, the Application, 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; 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.

E. ASSIGNMENT

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 the prior consent of DPSS. Any attempt to assign any interest without DPSS written consent shall be void and of no further force or effect.

F. HOLD HARMLESS/INDEMNIFICATION

Project Sponsor 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 Project Sponsor, 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 Project Sponsor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Project Sponsor 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 Project Sponsor, Project Sponsor 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 Project Sponsor's indemnification to County as set forth herein.

The Project Sponsor's obligation hereunder shall be satisfied when the Project Sponsor has provided to County the appropriate form of dismissal relieving the 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 the Project Sponsor's obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Project Sponsor from indemnifying the County fully 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 PROJECT SPONSOR

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 his duties or obligations nor assign his 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 period 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 and 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. 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;
 - g. 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;
 - h. 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; and
 - i. A statement regarding default in case of subcontractor is in breach of the subcontract.

J. REPORTS AND RECORD KEEPING

1. The Project Sponsor agrees to submit an Annual Progress Report (APR), **Appendix 6 of Exhibit D**, 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, excluding Shelter Plus Care, 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 E** [Tenant Change Notice Form] and incorporated herein by this reference, shall be faxed to (951) 358-7755 or scanned and sent by e-mail to the DPSS SHP/HUD Program Specialist. 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 form 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 provide 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.

Project Sponsor may use a unique client identifier on the Tenant Change Notice and Certification of Tenant Roll as long as all other required information is provided. The Tenant Change Notice and Certification of Tenant Roll are for DPSS program monitoring purposes and Housing Quality Standard inspections only and will remain secured in order to safeguard protected client information.

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 F** [Certification of Tenant Roll] and incorporated herein by this reference. The residential log is due, by fax or scanned and sent by e-mail to the DPSS SHP/HUD Program Specialist, 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 (as further specified in the TERMINATION Clause 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 immediately 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. DPSS may also termination or suspend this Agreement, without cause. 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. Project Sponsor 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 terminated or amended to reflect said reduction in funds. DPSS shall make payments for all services performed up to the effective date of termination.

M. USE OF FACILITY

1. Any building for which grant funds are used under this Agreement for renovation, conversion, or major rehabilitation must meet local government safety and sanitation standards.

2. Under federal regulations 24 CFR 582.115, Shelter Plus Care Program assistance may not be used for religious activities as described in **Exhibit D**. The Project Sponsor will ensure that any building or facility is utilized exclusively for secular purposes and is made available to all persons regardless of religion.

N. SHELTER PLUS CARE PROGRAM COMPLIANCE

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 recipient of funds granted pursuant to the Shelter Plus Care Program; the Application; and Shelter Plus Care Rule (24 CFR 582).
 - 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 92.355 Lead-based paint; the lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-based Poisoning Prevention Act (42 USC 4801, et seq.);
 - g. Section 92.356 Conflict of Interest;
 - h. Section 92.357 Debarment and Suspension;
 - i. 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 any and 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.

O. 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.

P. 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

Q. ELDER AND DEPENDENT ADULT 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 services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two working days.

R. NON-DISCRIMINATION ASSURANCE

The Project Sponsor 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 Employment and Housing Act (Gov. Code section 12900 et. Seq.), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

S. 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 Housing Authority to the terms and conditions herein this agreement.

T. 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) Attn: Homeless Programs Coordinator
4060 County Circle Drive
Riverside, CA 92503

Project Sponsor: Housing Authority of Riverside County
Heidi Marshall, Assist. Dir. of Housing Authority/EDA
5555 Arlington Avenue
Riverside, CA 92504

U. 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
Project: Shelter Plus Care Consolidated All County

CA-608
 EX2_025766

Before Starting the Exhibit 2 (Project) Application

This is the 2010 Exhibit 2 application required to be submitted for requesting funding for the Supportive Housing Program, Shelter Plus Care Program, and Section 8 Moderate Rehabilitation of Single Room Occupancy Program. HUD strongly encourages ALL applicants to review the following information BEFORE beginning the 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 2010 Notice of Funding Availability for the Continuum of Care (CoC) Homeless Assistance Program for specific application and program requirements.
- All applicants, new and returning, must complete the SF-424 in e-snaps for 2010 before submitting the Exhibit 2 application.
- Renewal applications - carefully review and update all 2010 Exhibit 2 applications that include data from the 2009 application. Questions may have been changed or removed, and the imported information may or may not be relevant.
- The Exhibit 2 application for first-time renewal and new projects must not include data imported from the 2009 competition.
- The total budget request for all renewal applications under SHP must be consistent with the total amounts listed on the CoC's 2010 SHP Grant Inventory Worksheet -- except for renewal projects reduced or eliminated through the CoC's HHN reallocation process.
- The number of S+C units requested for each unit size in the project must be consistent with the number of units indicated on the CoC's 2010 S+C Grant Inventory Worksheet, as approved by HUD.
- HUD will announce the 2010 conditional awards for renewal applications within 30-60 days of the closing of the CoC competition. Conditional awards for new applications will be announced after HUD has completed the project threshold review and the scoring of the CoC applications.
- Use the instructions at the top of each form of the Exhibit 2 application to help complete the questions on that form.
- The total budget request for each new project created through the CoC's HHN reallocation process must not exceed the amount transferred from the renewal projects. HUD reserves the right to reduce or reject any new or renewal project that fails to adhere to the reallocation requirements. Applicants are strongly encouraged to double-check with the CoC Lead Agency to confirm total budget amounts.

Project Information - Page 1

Instructions:

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

1. Expiring Grant Number (no input required) - this field will populate with the grant number from the 2009 project that has been imported. This field can not be edited.
2. CoC Number and Name (required) - select the appropriate Continuum of Care (CoC) name and number from the drop-down menu.
3. Project Name (no input required) - 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.
4. Project Type (required) - 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.
5. Program Type (required) - 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).
6. Component Type (required) - each homeless assistance program features several components to help homeless people achieve independence. Select the one component that appropriately identifies the application being submitted.
7. In which state is the project located (required) - of the available states listed, select the state(s) in which the project is located. For new projects indicate the expected state location(s). The selected state(s) will be used to populate the available geography codes on the next form (Project Information - Page 2) of this application.
8. In which Congressional District(s) is the project located (required) - of the available congressional districts listed, select the district(s) in which the project is located. For new projects indicate the district(s) for proposed location(s). The selected district(s) will be used to send correspondence to the appropriate Congressional Representative(s).
9. Project Description (required) - 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 2009 application submission, if applicable. Please verify the accuracy of all populated fields.

1. Expiring Grant Number CA0671C9D080802

Field will appear blank unless populated with imported 2009 data.

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

3. Project Name Shelter Plus Care Consolidated All County

4. Project Type Renewal Project

5. Program Type S+C
Content depends on "Project Type" selection

6. Component Type TRA
Content depends on "Program Type" selection

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

8. In which Congressional District(s) is the project located? CA-041, CA-044, CA-045, CA-049
(for multiple selections hold CTRL + Key)

9. Provide a general description of the project. The description must identify the target population and address the specific service and housing activities, including any housing development activities. (Max 3000 characters)

The County Shelter Plus Care program provides permanent supportive housing to homeless persons and families with severe disabilities. The program targets individuals who are living on the streets and suffer from severe mental health illness. Participants receive tenant based rental assistance in mainstream housing of their choosing and comprehensive mental health services through the County's Department of Mental Health.

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 Project Information - Page 1.

NEW PROJECTS:

1. 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:

1a. 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.

1b. 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.

NEW AND RENEWAL PROJECTS:

A response to the following fields is required by both new and renewal projects - 2. Grant term (required) - the available terms will vary depending on the project and program types; 3. Use of energy star (required); 4. Serving persons in a rural area (required) - refer to the 2010 CoC NOFA for the definition of a rural area and a list of the counties that qualify; 5. Located on land previously owned by the military (required); and 6. Select the geographic code(s) that will be primarily served by the project (required) - all projects must identify the specific geographic code(s) that will be served by this project.

7. 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. Renewal projects may indicate only those activities listed on the 2010 SHP GIW.

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 2009 application submission, if applicable. Please verify the accuracy of all populated fields.

1a. Was the original project awarded as a Samaritan Housing project? No

1b. Were one or more projects consolidated with this project? Yes

2. Grant Term: 1 Year

3. Does the project use Energy Star? Yes

4. Is the project serving persons in a rural area? Yes

Refer to the 2010 CoC NOFA for the definition of a rural area and a list of the counties that qualify.

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

6. Select the geographic code(s) for area(s) served by the project, at the time of application. For new projects, select the code(s) for the area(s) that will be served. (for multiple selections hold CTRL + Key) 063048 RIVERSIDE

Project Sponsor Information

Instructions:

1. 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.

2. Organization Name (required) - enter or update the legal name of the organization that will serve as the project sponsor.

3. Organization Type (required) - enter or update the type of business organization of the project sponsor.

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

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

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

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

8. City (required) - enter the location city.

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

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

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

12. Prior Federal Grant Recipient (required) - select the appropriate answer that applies to the sponsor organization for this project.

13. Identify source documentation for sponsor's nonprofit status (required for nonprofit sponsors) - select from the dropdown menu the documentation that supports the sponsor's nonprofit status. The documentation indicated must be attached and submitted with the application.

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 2009 application submission, if applicable, and the SF-424, if the applicant is the same entity as the sponsor. Please verify the accuracy of all populated fields.

1. Is the project applicant the same as the project sponsor? No

(If yes click on the "Save" button to auto-fill the fields below)

2. Organization Name Housing Authority of the County of Riverside
3. Organization Type L. Public/Indian Housing Authority

If "Other" specify:

4. DUNS Number Format: xxxxxxxx or xxxxxxxxxxxx	055022305	PLU S 4	
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5. Tax ID or EIN 95-6001631
Format: 12-3456789

6. Street Address 1 5555 Arlington Avenue

7. Street Address 2

8. City Riverside

9. State California

10. Zip Code 92504
Format: 12345 or 12345-1234

11. Is the sponsor a Faith-Based Organization? No

Project Sponsor Contact Information

Instructions:

1. Prefix (no input required) select Dr., Mr., Mrs., Ms., Miss, Rev ... from dropdown menu.
2. First Name (required) enter or update the First Name of the primary sponsor representative.
3. Middle Name (required) enter or update the Middle Name of the primary sponsor representative.
4. Last Name (required) enter or update the Last Name of the primary sponsor representative.
5. Suffix (no input required) select Jr., Sr., M.D., D.D.S., Ph.D, Esq from dropdown menu.
6. Title (required) enter or update the Title of the primary sponsor representative.
7. E-mail Address (required) enter or update the e-mail address of the primary sponsor representative.
8. Confirm E-mail Address (required) re-enter or update the sponsor e-mail address.
9. Phone Number (required) enter or update the sponsor's 10-digit Phone Number in prescribed format XXX-XXX-XXXX.
10. Extension (no input required) enter or update the Extension associated with the sponsor's Phone Number.
11. 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 2009 application submission, if applicable, and the SF-424, if the applicant is the same entity as the sponsor. Please verify the accuracy of all populated fields.

1. Prefix Ms.
2. First Name Carrie
3. Middle Name
4. Last Name Harmon
5. Suffix
6. Title Principal Development Specialist
7. E-mail Address charmon@rivcoeda.org
8. Confirm E-mail Address charmon@rivcoeda.org
9. Phone Number 951-343-5461
Format: 123-456-7890
10. Extension

11. Fax Number 951-688-6873
Format: 123-456-7890

Type and Scale of Housing

The following list summarizes each type of housing configuration in the project. To add a housing type to the list, click on the icon below. To view or update a housing type already listed, click on the icon below.

Housing Type	Units	Bedrooms	Beds
Scattered-site apartments (...)	41	58	60

Type and Scale of Housing Detail

Instructions:

1. Housing type (required) - select or update the appropriate housing type from the drop-down menu. Refer to the detailed instructions document for a definition of each housing type.
2. Units (required) - enter or update the total number of units available at a point-in-time in the selected housing type and used for housing project participants.
3. Bedrooms (required) - enter or update the total number of bedrooms available at a point-in-time in the selected housing type and used for housing project participants.
4. Beds (required) - enter or update the total number of beds available at a point-in-time in the selected housing type and used for housing project participants.

Additional resources:

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

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

The information entered into the form fields below should record the number of units, bedrooms, and beds for each housing type in the project.

1. **Housing Type:** Scattered-site apartments (including efficiencies)

Total for Selected Housing Type

2. **Units:** 41
3. **Bedrooms:** 58
4. **Beds:** 60

Project Participants - Households with Dependent Children

Instructions:

1. Total number of households - (required) enter or update the total number of households served at a point in time.
2. Disabled adults - (in this row) 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).
3. Non-disabled adults - (in this row) 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).
4. Disabled children - (in this row) 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).
5. Non-disabled children - (in this row) 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).
6. Total persons - (calculated row) all fields are automatically calculated.
7. Total number of adults - (calculated row) all fields are automatically calculated.
8. Total number of children - (calculated row) all fields are automatically calculated.

Additional Resources: Point in time - PIT (definition) 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>

Instructions - Subpopulations:

Chronically Homeless - must be disabled adults in households with or 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)

1. Total Number of Households	17	Total Persons					
		Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
2. Disabled Adults	17		17				
3. Non-Disabled Adults	2						
4. Disabled Children							
5. Non-Disabled Children	33						
6. Total Persons (click on "Save" to auto-calculate)	52	0	17	0	0	0	0
7. Total Number of Adults (click on "Save" to auto-calculate)	19						
8. Total Number of Children (click on "Save" to auto-calculate)	33						

Project Participants - Households without Dependent Children

Instructions:

1. Total number of households - (required) enter the total number of households with or served at a point in time.
2. Disabled adults - (in this row) 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).
3. Non-disabled adults - (in this row) 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).
4. Disabled unaccompanied youth - (in this row) 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).
5. Non-disabled unaccompanied youth - (in this row) 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).
6. Total persons - (calculated row) all fields are automatically calculated.
7. Total number of adults - (calculated row) all fields are automatically calculated.
8. Total number of unaccompanied youth - (calculated row) all fields are automatically calculated.

Additional Resources:

Point in time - PIT (definition) 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>

Instructions - Subpopulations:

Chronically Homeless must be disabled adults in households with or 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)

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).

1. Total Number of Households	29						
	Total Persons	Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
2. Disabled Adults	29	1	29	1			
3. Non-Disabled Adults							
4. Disabled Unaccompanied Youth							
5. Non-Disabled Unaccompanied Youth							
6. Total Persons (click on "Save" to auto-calculate)	29	1	29	1	0	0	0
7. Total Number of Adults (click on "Save" to auto-calculate)	29						
8. Total Number of Unaccompanied Youth (click on "Save" to auto-calculate)	0						

Supportive Services for Participants

Instructions:

1. Policies and practices consistent with the educational laws (required) - select Yes or No from the dropdown menu to denote if the applicant/sponsor has policies consistent with educational laws, including the McKinney-Vento Act, relating to the provision of educational and related services to individuals and families experiencing homelessness.

2. Designated staff person to ensure the homeless children receive educational needs (required) - select Yes or No from the dropdown menu to denote if the applicant/sponsor has a designated staff person responsible for ensuring that children are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services.

3. Obtain and remain in permanent housing (required for new projects) - describe the supportive services that will be provided to help project participants locate and stabilize in permanent housing, access mainstream resources, and/or obtain employment.

4. Maximizing employment, income, and independent living (required for new projects) - describe the supportive services that will be provided to help project participants locate employment and access mainstream resources for independent living.

5a. Supportive Services (no input required) - lists each basic supportive service (outreach, case management, life skills, job training, alcohol and drug abuse services, mental health and counseling, HIV/AIDS services, health/home health services, education and instruction, employment services, child care, transportation, and other) that may be provided to participants.

5b. Frequency (required for new projects) - select the frequency (daily, weekly, bi-weekly, monthly, bi-monthly, quarterly, does not apply) at which each basic supportive service is provided to participants.

6. Accessibility of community amenities (required for new projects) - select the level of accessibility of basic community amenities for project participants. Basic community amenities should be accessible to participants via walking, public transportation, driving, or transportation provided by the project.

Additional resources:

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

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

The information entered into the form fields below should record the capacity of the project to provide supportive services or access to services that participants require.

1. For projects serving families, does the applicant/sponsor have policies and practices that are consistent with, and do not restrict the exercise of rights provided by the education subtitle of the McKinney-Vento Act, and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness? Yes

2. For projects serving families, does the applicant/sponsor have a designated staff person responsible for ensuring that children are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services? Yes

Outreach for Participants

Instructions:

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

2. If total is less than 100% - indicate the other places from which homeless persons enter the project, in the text box provided.

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

4. 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 2009 application submission, if applicable. Please verify the accuracy of all populated fields.

1. 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.

75%	Persons who came from the street or other locations not meant for human habitation.
20%	Person who came from Emergency Shelters.
5%	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

2. 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.

Standard Performance Measures

Instructions:

For each applicable question on this form, the Applicant must establish performance measurement goals for this project. All applicants are required to set a housing stability goal and to select at least one other performance measure on which the grantee will report performance in the Annual Performance Report (APR). The "Universe" column specifies the total number of persons about whom the measure is expected to be reported. In the "Target #" column, applicants should specify the number of applicable clients (e.g., the number of persons for whom the goal is relevant) who are expected to achieve the measure within the operating year. The system will calculate a percentage in the "Target %" column. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be 80%.

- 1. Specify the universe and target numbers for the following required performance measure(s).
 Click 'Save' to calculate the target percent (%).**

Housing Measure	Universe (#)	Target (#)	Target (%)
a. Persons remaining in permanent housing as of the end of the operating year.	46	30	65%
b. Persons exiting to permanent housing (subsidized or unsubsidized) during the operating year.			0%

- 2. Choose one income-related performance measure from below, and specify the universe and target numbers for the goal.
 Click 'Save' to calculate the target percent (%).**

Housing Measure	Universe (#)	Target (#)	Target (%)
a. Persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit.	46	30	65%
OR			
b. Persons age 18 through 61 who maintained or increased their earned income as of the end of the operating year or program exit.			0%

Additional Performance Measures

Specify up to three additional measures on which the project will report performance in the Annual Performance Report (APR).

Shelter Plus Care Rental Assistance Budget

The following information summarizes the S+C rental assistance funding request for the total term of the project. To add information to this list, click on the icon and enter the requested information.

Total Shelter Plus Care Rental Assistance \$506,940

FMR Area	Total Units	Total Requested
CA - Riverside-San Bernardino-Ontario...	41	506940

Shelter Plus Care Rental Assistance Budget Detail

Instructions:

Name of metropolitan or non-metropolitan fair market rent area (required) - select or update the FMR area in which the project is located. The list is sorted by state abbreviation. The selected FMR area will be used to populate the rents in the chart below.

FMR Percentage (required) - the only available selection is 100% of the area FMR. Rent requests that are greater (101-110%) or less (1-99%) than the published FMR for a given area are no longer permitted. Still, the rental payments that are drawn from LOCCS or HUDCAPS must not exceed the actual negotiated rent for each unit or the FMRs in effect at the time of grant execution, whichever is less. The FMRs are available online at: <http://www.huduser.org/datasets/fmr.html>.

In addition, S+C/SRO and Section 8 SRO projects may operate SRO or 0-bedroom units only; however, the per unit rental payments that are drawn from LOCCS or HUDCAPS may not exceed the published FMR for an SRO unit size.

Size of units (populated) - these options are system generated.

Number of units (required) - for each unit size, enter or update the number units for which funding is being requested. For renewal projects, the number(s) entered should match the grant inventory worksheet.

FMR amount (populated) - these fields are populated once the required fields have been completed and saved.

Number of months (populated) - these fields are populated once the required fields have been completed and saved.

Total (calculated) - these fields are totaled once the required fields have been completed and saved.

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

Complete the following fields related to the S+C rental assistance funds being requested under the project.

Type of Program	S+C
Metropolitan or non-metropolitan fair market rent area	CA - Riverside-San Bernardino-Ontario, CA MSA (0606599999)

Rent requests must equal 100% of FMR
Click on the "Save" button to populate the budget fields below

In the budget chart below, enter or update the number of units for which funding is being requested. For renewal applications, the fields will populate with information from the 2009 application submission, if applicable. The number of units entered for each unit size should correspond to the units indicated on the Grant Inventory Worksheet. The remaining fields will populate once all required information is completed and saved.

Size of Units	Number of Units		FMR		Number of Months		Total
SRO		x	\$641	x	12	=	\$0
0 Bedroom		x	\$854	x	12	=	\$0
1 Bedroom	27	x	\$940	x	12	=	\$304,560
2 Bedrooms	11	x	\$1,108	x	12	=	\$146,256
3 Bedrooms	3	x	\$1,559	x	12	=	\$56,124
4 Bedrooms		x	\$1,818	x	12	=	\$0
5 Bedrooms		x	\$2,091	x	12	=	\$0
6 Bedrooms		x	\$2,363	x	12	=	\$0
7 Bedrooms		x	\$2,636	x	12	=	\$0
8 Bedrooms		x	\$2,909	x	12	=	\$0
9 Bedrooms		x	\$3,182	x	12	=	\$0
Total	41					=	\$506,940

Attachments

Instructions

Logic Model - A template for the logic model can be downloaded from the documents menu (see left hand side of screen), modified, saved and uploaded here for the Exhibit 2 submission.

Nonprofit Documentation - Documentation of the sponsor's nonprofit status must be uploaded, if the applicant and project sponsor are different entities, and the sponsor is a nonprofit organization.

Rural Worksheet - Complete and attach the Rural worksheet located under the 'Reference Room' section of the esnaps training site - <http://esnaps.hudhre.info>

PHA Certification - Non-PHA Applicants for S+C SRO and Section 8 SRO projects must submit a signed and dated letter from an authorized representative of the local PHA certify that the Applicant is authorized to act on behalf of the PHA.

Document Type	Required?	Document Description	Date Attached
Logic Model	Yes	S+C Consolidated ...	10/21/2010
Sponsor Nonprofit Documentation	No		
Rural Housing Units Worksheet	No		
PHA Certification Letter	No		

Attachment Details

Document Description: S+C Consolidated all county

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description:



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

Riverside County Community Services Directory
AGENCY INFORMATION FORM

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

Agency Name: _____

List Aliases/ known abbreviations/ other names: _____

Physical Address: _____

City: _____ State: _____ Zip code: _____

Confidential location: Yes No

Handicap accessible? Yes No

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Main Phone: _____ Alternative Phone: _____

Fax: _____ TDD/TYY: _____

Hotline: _____ Other: _____

Website: _____

E-mail: _____

Legal Status

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

Tax Classification:

Year of Incorporation: _____

Office Days and Hours: _____

Eligibility/ Target Population:

Agency Description: _____

Languages spoken other than English: _____

Fees

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

Method of Payment

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

Personnel

Agency Director: _____ Title: _____

Phone: _____ Email: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

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

Submitted by: _____

Phone: _____

Date : _____



Volunteer Center of Riverside

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



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

Riverside County Community Services Directory
PROGRAM INFORMATION FORM

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

Agency Name: _____

Program Name: _____

List Aliases/ known abbreviations/ other names: _____

Program Physical Address: _____

City: _____ State: _____ Zip code: _____

Confidential location: Yes No

Handicap accessible? Yes No

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Program Phone: _____ Alternative Phone: _____

Fax: _____ TDD/TYY: _____

Hotline: _____ Other: _____

Website: _____

E-mail: _____

Program Days and Hours: _____

Program Description: _____

Eligibility/Target Population: _____

Intake/Application Procedure:

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

Documents Required: _____

Areas Served: (Please indicate specific areas program services)

Regions

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

Cities: _____

Zip Codes: _____

Fees:

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

Method of Payment

- Medi-Cal Cash Credit Cards Personal Check

Languages spoken other than English: _____

Personnel

Program Director: _____ Title: _____

Phone: _____ Email: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

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

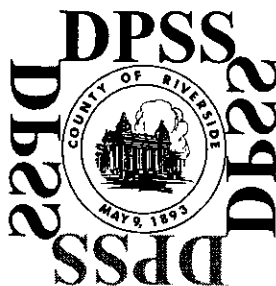
Submitted by: _____

Phone: _____

Date: _____



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



**COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)
HOMELESS PROGRAMS**

**CONTRACT ACCOUNTING AND ADMINISTRATIVE HANDBOOK
FOR HUD FUNDED
SUPPORTIVE HOUSING PROGRAMS**

**A GUIDE FOR
DPSS HUD PROJECT SPONSORS**

CONTRACT ACCOUNTING AND ADMINISTRATIVE HANDBOOK

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APPENDIX

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Introduction

Purpose

This handbook provides project administration guidelines and financial reporting requirements for Project Sponsors under contract with Riverside County Department of Public Social Services to operate Housing and Urban Development grant-funded homeless assistance programs. These programs include, but are not limited to, Supportive Housing, Shelter Plus Care, and Section 8 Moderate Rehab, which are all included in HUD Super Notice of Funding Availability (NOFA) Application Process. This handbook does not supersede any law, regulation, or policy issued by the U.S. Government or the Department of Housing and Urban Development with regard to these programs. You will find some of these requirements as issued by the U.S. Government in the Appendices of this handbook.

Background

Assistance to homeless individuals was authorized by the McKinney-Vento Homeless Assistance Act of 1987 as amended by the Housing and Community Development Act of 1992, approved October 28, 1992. The Act established numerous programs to promote the development of housing and supportive services to assist homeless persons in the transition from streets and shelters to permanent housing and to achieve maximum self-sufficiency.

Additionally, the 2001 HUD Appropriations Act added Homeless Management Information System (HMIS) as a new eligible activity. The Act permits HUD to make "a grant for the costs of implementing and operating HMIS for the purposes of collecting unduplicated counts of homeless people and analyzing patterns of use of assistance funded under this Act. Project Sponsors will participate in HMIS when it is available. DPSS will establish separate HMIS Agreements with HUD Project Sponsors and other homeless service providers.

HUD believes the best approach for alleviating homelessness is through a community-based process that provides a comprehensive response to the different needs of homeless individuals and families. To this end, HUD has developed a concept to enable communities to shape a comprehensive and coordinated housing and service delivery system called a Continuum of Care. HUD incorporated the basic tenets of Continuum of Care in the distribution of its homeless assistance funding beginning in 1994. Since that time, many communities have developed partnerships and continued to develop local Continuum of Care systems.

DPSS, a HUD Grantee, has partnered with your organization through a contract to bring homeless housing and services to help alleviate all homeless sub-populations within Riverside County.

DPSS Contacts

Program Questions	Homeless Programs Unit	
	Homeless Programs Analyst	951-358-5638
Contract Questions	Contracts Unit	
	Contracts Analyst	951-358-3293

Fiscal Questions	DPSS MRU (Management Reporting Unit)	
	Cindy Hoback	951-358-6656
	Irene Garay	951-358-7758
	Lan Bishop	951-358-6548

HUD Regulations and Reference Materials

Project Sponsors may view, download, or print HUD regulations by visiting the following Web Site: <http://www.hud.gov/offices/cpd/homeless/library>.

Accounting System

Standards and Controls

The Sponsor will need to demonstrate accountability and proper stewardship of the funds entrusted to you to provide services. The Sponsor's financial system must comply with:

- Generally Accepted Accounting Principles (GAAP)
- Industry standards
- Specific standards and requirements by grantors and investors

The Sponsor must :

- implement internal financial controls
- provide adequate reporting by staff and Board members
- provide independent audit reports to the public (as applicable)

Billing Claims

Submitting Claims

After setting up your accounting system, implement a method by which you can receive reimbursement for your expenditures. Ensure that what you are claiming meets the requirements of the regulations. It is important that you retain a copy of the regulations provided to you when you originally applied for your grant. Although regulations may change during the course of your grant, the regulations that were in effect at the time your grant was approved will usually apply until your grant expires or is renewed.

Claim Form

Expense claims should be submitted no later than 30 days after the end of the month in which services were provided on the **DPSS 3106 HUD Programs Claim Form, Appendix 1** with the required supporting documentation.

Reimbursements

Expense reimbursements should be itemized on the claim form to the extent that a line item number identifies them.

- Example: Any costs identified as Supportive Services should be totaled and entered on line item 1050.

Reimbursement Time Frame

Generally, reimbursement payments (warrants) are sent to you within thirty (30) days after receipt of your claim unless your claim(s) contains errors. If your claim(s) contains errors, someone will contact you. We will send you back a letter indicating the differences. Please make the corrections within thirty (30) days. However, we ask that you return corrections to DPSS as soon as possible to expedite payment.

Reimbursement Delays

The most common cause for a delay in reimbursement is lack of clarity in the documentation submitted with the Claim Form. If we need to contact you because your claim is not clear, there will be a delay in your reimbursement. Please contact the fiscal staff member assigned to your grant if you have any questions about how to assure clarity

in your completion of the Claim Form and supporting documentation.

Cash Match

You are required to document the cash match required by HUD (20 % of the total budget for Supportive Services, 25% of the total budget for Operations, and dollar for dollar match for construction, acquisition, or rehabilitation. However, the Sponsor's match commitments, if higher than the minimum required, indicated in the Technical Submission will be binding and must be documented as well.

Supportive Housing Program Only

Cash match documentation may be submitted with monthly billing claims, however, documentation must be submitted to DPSS 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:

- Project Sponsor
- Federal Government
- State and local government (subject to maintenance of effort requirements)
- Private resources

Ineligible Match

Non-cash resources such as in-kind contributions of goods or services cannot be used to fulfill matching fund requirements.

Supportive Services Match (Shelter Plus Care Only)

The applicant must match the aggregate amount of Shelter Plus Care rental assistance with an equal amount of supportive services. The documentation requirement for Supportive Services match is the same as for any expense that is part of the project.

- The match is overall, not year-by-year.
- The match is not component-by-component, but overall.
- Each participant need not receive the same amount of services as rental assistance.
- [Costs that already have been reimbursed by the grant may not be used as match.]

Supporting Documentation

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

- Documentation for like line items should be clipped together and identified with a summary sheet or label identifying the Line Item Number or the Activity as listed on the Claim Form.

- A spreadsheet itemizing the expenses, or at a minimum, an adding machine tape showing the expenses with a matching amount on the claim form is helpful. The clearer the information is that you provide, the quicker we will be able to process the claim.

**Examples of
Supporting
Documentation**

Utility Cost:

- The Invoice is the utility bill.
- Proof of payment is a check, or a receipt from the utility company.

Salaries:

- The Invoice is the time sheet/card signed by the employee and the supervisor, and a record of employee activities (**Sample Activity Sheet, Appendix 2**) that documents the hours attributed to the grant. HUD has informed us that a straight percentage of time allocated is not acceptable documentation of salary charged to the grant.
- Proof of payment is the payroll register, or copies of the employee's pay check.

Employee Benefits:

- The Invoice is the premium notice from the health, dental, vision, or workers' compensation insurance company that documents the coverage period for the employees.
- Proof of payment is the check, or if paid in cash, a copy of the receipt.

Groceries:

- The Invoice is the receipt.
- Proof of payment is a copy of the check.

For receipts containing both grant and non-grant items, subtract all items not covered by the grant and the sales tax associated with those items. Groceries that are not consumed by residents in the facility are generally covered under Supportive Services. However, sometimes staff will pick up items at the grocery store that should be funded through Operations. If non-grocery items are purchased note which line item the items(s) are to be charged.

Indirect Costs

DPSS, with HUD's approval, has elected to allow Direct Costs only. If your current contract with DPSS includes an allowance for Indirect Costs, it will be allowed until the end of the term of your organization's contract if:

- DPSS has been provided a copy of the approval of the cognizant agency for the indirect cost allocation, which meets the requirements under OMB Circular A-122.
- The items in the allocation are approved line items in the most recent Technical Submission.

Identifying Line Items

Most of the line items are self-descriptive, but sometimes it is difficult to figure out where to claim an expense. Here are some explanations of the line items that usually cause the greatest difficulty. If after you have checked the **Desk Guide, Appendix 3** and still have questions about a line item that does not appear here, please call Fiscal or the DPSS Homeless Program Unit.

1030 Operating Cost

Operating costs are those costs associated with the day-to-day operation of supportive housing and for which a cash payment is needed. Operating costs differ from supportive service costs in that operating costs support the function and the operation of the project. They do not support the operation of organization except as related to the HUD-funded project. Examples are:

- Utilities
- Repairs (Repairs covered in the lease are not reimbursable)
- Maintenance
- Furnishings
- Fuel for transporting participants
- Salaries for staff not delivering services, such as a project manager or executive director.

1050 Supportive Services Costs

Supportive Services costs are those cost associated with providing direct services to the client, which include, but are not limited to the following:

- Childcare
- Salaries of employees providing direct services to clients
- Employment assistance and counseling
- Outpatient health services
- Case management
- Food
- Housing
- Placement assistance
- Nutritional counseling
- Assistance in applying for and securing benefits
- Transportation associated with the delivery of supportive services

Examples: Money for bus tokens to go to mental health counseling or the purchase of a van to transport homeless children to daycare.

It is the policy of Riverside County that tobacco and alcohol products will not be a covered expense.

Record Keeping

Files Following are recommended files that your organization should keep to facilitate HUD project monitoring and to help meet OMB Circular requirements.

Monitoring File

- Copies of monitoring correspondence
- Related correspondence from DPSS
- Annual Progress Reports
- Semi-annual Reports (if applicable)
- Monitoring concerns, findings, and responses
- Evidence of corrective action

Financial File

- Requests for advances or reimbursement
- Copies of audited financial statements
- Requests vouchers for homeless grant payments
- Line item budgets
- Certified cost allocation plan (if applicable)

**Rehabilitation,
New
Construction,
Acquisition File
(if applicable)**

- Rehabilitation contract
- Plans and specifications
- Development plans
- Work write-ups
- Cost estimates
- Competitive bids
- Environmental report

**Maintenance
File**

- Any property inspection reports, i.e., fire inspections, code enforcement
- Related documentation
- Correspondence regarding follow-up to any local, federal, or station inspection.

**Resident/Client/
Tenant File**

(Note: This information must be completed for **each** program client enrolled in a HUD homeless program).

- Application for program participation
- Beneficiary data
- Initial assessment/case history
- Service plan
- Residential rent computation, if applicable
- Reassessment(s)
- Program changes\date of release from program (including initial location or address)
- Date of release from program (including initial location or address)
- Documentation of termination or appeals
- Follow-up documentation on program residents (to determined program success)

**Program
Procedure File**

Program regulations
Program guidance and procedures
Resident intake and discharge procedures
Procedures for resident rent calculation
Procedures relative to resident supervision
Procurement procedures
Other information and directives received from DPSS

Homeless Certification Criteria

**Homeless
Certification
Requirements**

One of the requirements for funding under the Supportive Housing, Shelter Plus Care, and Section 8 Moderate Rehab program is that recipients of housing services, transitional or permanent, must be homeless. For the purposes of the three programs addressed in this handbook, a person is considered homeless only when he or she resides in one of the places described below:

1. Places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings;
 - Supportive services only projects provide services such as outreach, food, health care, clothing to persons who reside on the streets. In most cases, it is not feasible to require the homeless persons to document that they reside on the street. It is sufficient for the project sponsor's staff to certify that the persons served, indeed, reside on the street. The outreach or service worker should sign and date a general certification verifying that services are going to homeless persons and indicating where the persons reside.
 - The project sponsor should obtain information to indicate that a participant is coming from the street. This may include names of other organizations or outreach workers who have assisted them in the recent past who might provide documentation.
 - If you are unable to verify that the person is coming from residing on the street, have the participant prepare or you prepare a written statement about the participant's previous living place and have the participant sign the statement and date it. ***Merely obtaining a self-certification is not adequate.***
 - If the participant was referred by an outreach worker or social service agency, you must obtain written verification from the referring organization regarding where the person has been residing. This verification should be on agency letterhead, signed, and dated.

2. An emergency shelter;
 - The project sponsor should have written verification from the emergency shelter staff that the participant has been residing at the emergency shelter for homeless persons. The verification should be on agency letterhead, signed and dated.
3. Transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters;
 - The project sponsor should have written verification from the transitional housing facility staff that the participant has been residing in the transitional housing. The verification should be on agency letterhead, signed and dated.
 - **Additionally**, the project sponsor should have written verification that the participant was living on the streets or in an emergency shelter prior to living in the transitional facility or was discharged from an institution or evicted prior to living in the transitional housing facility and would have been homeless if not for the transitional housing.
4. Any of the above places, but is spending a short time (up to 30 consecutive days) in a hospital or other institution;
 - The project sponsor should have written verification from the institution's staff that the participant has been residing in the institution for 30 days or less. The verification should be signed and dated.
 - **Additionally**, the project sponsor should have written verification that the participant was residing on the street or in an emergency shelter prior to the short-term stay in the institution.
5. Within 1 week of being evicted from a private dwelling unit and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing;
 - The project sponsor must have evidence of the formal eviction proceedings indicating that the participant is being evicted within the week before receiving SHP assistance.
 - If a person's family is evicting him or her, a statement describing the reason for eviction should be signed by the family member and dated. In other cases where there is no formal eviction process, persons are considered evicted when they are forced out of the dwelling unit by circumstances beyond their control. In those instances, the project sponsor must obtain a signed and dated statement from the participant describing the situation. The project sponsor must make efforts to confirm that these circumstances are true and have written verification describing the efforts and attesting to their validity. The verification should be signed and dated.

- The project sponsor must also have information on the income of the participant and what efforts were made to obtain housing and why, without the SHP assistance, the participant would be living on the street or in an emergency shelter.
6. Within a week from being discharged from an institution, such as a mental health or substance abuse treatment facility or a jail/prison, in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and he or she lacks the resources and support networks needed to obtain housing.
 - The project sponsor must have evidence from the institution's staff that the participant is being discharged within the week before receiving SHP assistance. The project sponsor must also have information on the income of the participant and what efforts were made to obtain housing and why, without the SHP assistance, the participant would be living on the street or in an emergency shelter.
 7. If fleeing a domestic violence housing situation and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.
 - The project sponsor must have written verification from the participant that he/she is fleeing a domestic violence situation. If the participant is unable to prepare the verification, prepare a written statement about the participant's previous living situation and have the participant sign the statement and date it.

Chronically Homelessness Certification

HUD has established a category of "chronically homeless," which is defined as "an unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more, or has had at least four episodes of homelessness in the past three years." ***To be chronically homeless a person must have been on the streets or in an emergency shelter (i.e., not transitional housing) during these stays.*** Project Sponsors are required to track chronically homeless individuals and enter the number of participants in the Annual Progress Report (APR).

Homeless Certification Requirements for Disability

In addition to the requirement that clients be homeless, the Shelter Plus Care Program and the permanent housing component of the Supportive Housing Programs may only serve people who also have a disability. A disability may be physical or mental, including developmental, or an emotional impairment due solely to alcohol or drug abuse. Persons living with HIV/AIDS are considered disabled for the purposes of these programs. Persons who meet the above definitions of disability are eligible to participate in these programs as long as the disability:

- Is expected to be of long-continued and indefinite duration;
- Substantially impedes his or her ability to live independently; and
- Is of such a nature that the disability could be improved by more suitable housing

conditions.

Documentation of both the Homeless status and the Disability status are required. Acceptable documentation is as follows:

- Project sponsors are required to complete a **Homeless Status Documentation Worksheet, Appendix 4**, and return it with appropriate supporting documentation (see SHP Desk Guide) to the DPSS Homeless Programs Unit each month with your claims for every new client and/or family that receives Supportive Services or moves into a facility funded by the Supportive Housing, Shelter Plus Care, or Section 8 Moderate Rehab programs.
- Project sponsors must have written verification from a qualified source that the person has a disability

Rental Assistance

Participant Rent Charges

Supportive Housing Program projects are not required to charge rent. However, if a local project receiving SHP funds decides to charge rent, specific federal guidelines apply.

Rent Calculations

All Shelter Plus Care program recipients and Supportive Housing Program recipients who charge their participants rent must charge rent in accordance with Section 3(a) of the Housing Act of 1937. The **Resident Calculation Worksheet, Appendix 5** and the most current Housing Authority Utility Allowance must be used to determine the amount of rent that can be charged to program participants. Please refer to the Desk Guide for additional information.

Participant Income Review

A regular review of participant income (at least annually) must be conducted for all residents being charged rent. If there is a change in family composition, or a decrease in resident income, the resident may request an interim review of income and the rent adjusted accordingly. Residents who receive an increase in income need not have their rent increased until the scheduled (annual) reexamination.

Reporting

- A. Reporting due dates are determined by a project's operating start date. Each year is funded separately, and funds cannot be automatically rolled over from one year to another. Additionally, funds may only be rolled over within the same multi-year grant contract; funds may not be rolled over from one contract to another. Sponsors must contact the DPSS Homeless Programs Unit if rollover from one year to another in multiple year grants is required. Please note that different programs have different operating start dates:

Operating Start Date	<ol style="list-style-type: none"> 1. Supportive Housing Program operating start date begins on the first of the month in which participants begin to receive services. Start dates begin after completion of acquisition, new construction, or rehabilitation activities. Please refer to the SHP Desk Guide. 2. Shelter Plus Care Project Sponsor's contract "Agreement Term" date is the operating start date for the project. This date cannot precede the Grant Agreement date between the County of Riverside and HUD.
Annual Progress Report	<ol style="list-style-type: none"> B. All SHP, S+C, and SRO Sponsors are required to review their programs annually and report the outcomes to the DPSS Homeless Program. The standard format for this process is the Annual Progress Report (APR), Appendix 6. <ol style="list-style-type: none"> 1. Through the APR, Sponsors report on how their project has met its objectives for the following goals: <ol style="list-style-type: none"> a. Increased residential stability; b. Increased skill level and/or income; and b. Greater self-determination 2. Specific performance measures for each of the three goals must be established based on the needs and characteristics of the homeless population to be served.
Semi-Annual Report	<ol style="list-style-type: none"> C. The Semi-Annual Statistical Report (SASR, also referred to as the Semi-annual Report) is no longer required by Project Sponsors unless requested in writing by DPSS. DPSS will provide appropriate forms if this report is requested.

Assessment and Monitoring

- A. Riverside County is on record as the applicant and grantee for the HUD grant funds you receive. As such, the Riverside County DPSS is responsible for ensuring that the funds received by Project Sponsors are utilized according to federal law and policy, and that goals established in the Project Application, Technical Submission, and Contract are being met. To ensure that the County and Project Sponsors comply with HUD and all applicable policies, DPSS will conduct on-site program, financial, and contract compliance monitoring visits at least annually.
- B. DPSS requires Sponsors to submit supporting documentation related to fiscal claims prior to reimbursement. This requirement allows DPSS to validate the use of funds at the time of payment for nearly 100% of expenditures, thereby minimizing the need for corrective actions either as a result of monitoring or an annual audit.
- C. Reviews will be conducted, at least annually, by representatives from the Homeless Programs Unit (lead), the Sponsor's liaison from the Fiscal Unit, and the Contracts Administration Unit. The purpose of the monitoring visit is to assess how well the

Sponsor is implementing its grant and/or to offer technical assistance in the following areas:

1. Documentation of homelessness
2. Contract compliance
3. Progress in achieving program goals
4. Client rent calculations
5. Documentation of services provided
6. Review of internal controls
7. Financial accounting
8. Reporting systems
9. Cash receipts
10. Expenditures of cash disbursements, and
11. HMIS implementation and documentation

- D. In preparation for the on-site monitoring visit, the monitoring team will contact the Sponsor to arrange a mutually convenient date for the visit, explain the purpose of the monitoring visit, and provide an advance copy of the monitoring tool.
- E. The County will follow a monitoring plan and conduct a Monitoring Visit Entrance Meeting and Exit Meeting. During the Entrance meeting, the monitoring team will meet Project Sponsor key personnel and provide an overview of the review process. At the Exit meeting, the County will review and comment on areas which might be a finding or a concern during the visit.
- F. DPSS will prepare Monitoring Report for the review not later than thirty (30) days after the visit. The Sponsor will be given, if appropriate, thirty (30) days to respond to the report, including a corrective action plan for review and approval by DPSS.

**Self-Monitoring
Tools**

- G. The ***Supportive Housing Program Self-Monitoring Tools at Appendix 7*** are provided to assist your organization in maintaining or improving the effectiveness of its projects.

Future Applications and Project Renewals

If your organization wishes to renew its contract with Riverside County DPSS, you will need to apply through the HUD Super NOFA (Notice of Funding Availability) process during the final year of your active grant.

Your renewal application will be submitted as part of the County's Consolidated Application (unless there have been significant problems with your project). Problems that could prevent a program from being submitted for renewal, or receiving a low ranking score include, but are not limited to, failure to meet program goals, mismanagement of funds, or failure to serve the population targeted in the Technical Submission.

During the application process, all applications are evaluated and ranked by an established committee. The criteria for ranking projects is established annually based upon needs caused by gaps in the Continuum of Care. Renewal applications are generally ranked high in the evaluation process because failure to renew them would re-create gaps in service that the projects are intended to fill. However, if projects are not performing according to the commitments made in the Technical Submission or the contract with the County of Riverside, there may be justification on the part of the committee to lower the ranking.

The County, with the ranking committee's recommendation, reserves the right to reduce the length of time for which projects are funded. For example, the maximum length of time for a supportive housing program grant to be funded is three operating years. That may be reduced to one or two years to allow for the funding of other worthy projects.

Riverside County Department of Public Social Services

CERTIFICATION OF TENANT ROLL

MONTH OF:

SPONSOR NAME:

GRANT #:

	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

DPSS 4013 (8/09) CERTIFICATION OF TENANT ROLL

Supervisor Marion Ashley
Fifth District Use of Community Improvement Designation Funds
April 16, 2009
Page 2

BACKGROUND:

Debbie Chisholm Memorial Foundation is holding their annual Cops and Kids Charity Golf tournament which raises funds to grant wishes for terminally ill children. The Day of the Young Child is an annual event in Desert Hot Springs providing education and entertainment for families. The Calimesa Chamber of Commerce holds an Annual Installation Dinner. Workforce Development holds an annual Character Counts Award Ceremony recognizing those young people who overcome significant life challenges. These funds support and provide sponsorship for these events. I urge the Board to support these uses of Community Improvement Designation funds.

ARTICLE XI

These Articles of Incorporation shall become effective on the date these Articles of Incorporation are filed with the Secretary of State of the State of California.

Executed in the City of Riverside, County of Riverside, State of California on June 9, 1998.

By _____
Larry Parrish, Incorporator

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that the undersigned is the Secretary of the Riverside District Court Financing Corporation, a California nonprofit public benefit corporation; that attached hereto is a true, correct and complete copy of the Bylaws of said Corporation; and that said Bylaws are in full force and effect as of the date hereof.

Dated: _____, 1998

By _____
Secretary

"Public Capital Improvement" has the meaning given to such term in Section 6585(g) of the Act, as in effect on the date hereof, and as hereafter amended.

"Secretary" means the Secretary of the Authority appointed pursuant to Section 3.01.

"Treasurer" means the Treasurer of the Authority appointed pursuant to Section 3.02.

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the County and the Agency, and for other purposes as permitted under the Act, the Bond Law and as agreed by one or more of the parties hereto. The purpose of this Agreement is to provide for the financing of Public Capital Improvements for, and working capital requirements of, the County, the Agency and any Associate Member through the acquisition by the Authority of such Public Capital Improvements and/or the purchase by the Authority of Obligations of the County, the Agency or an Associate Member pursuant to Bond Purchase Agreements and/or the lending of funds by the Authority to the County, the Agency or an Associate Member.

Section 2.02. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "Riverside County Public Financing Authority". The Authority shall be a public entity separate and apart from the County and the Agency, and shall administer this Agreement.

Section 2.03. Board. The Authority shall be administered by a Board of five (5) Directors, unless and until changed by amendment of this Agreement. The members of the Agency shall constitute the initial Directors of the Authority, and thereafter vacancies shall be filled and new Directors shall be appointed by majority vote of the Board in accordance with the Bylaws of the Authority. The Board shall be called the "Board of the Riverside County Public Financing Authority." All voting power of the Authority shall reside in the Board.