

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

687



**FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**SUBMITTAL DATE:**  
July 17, 2012

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL  
DPSS PROJECT SPONSOR AGREEMENT – HO-02503, HO-02508, HO-02509**

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign the attached renewal Agreements (HO-02503, HO-02508, and HO-02509) with Family Service Association, Shelter from the Storm, and City of Riverside, respectively.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the Agreements, including amendments to the compensation provision that do not exceed the maximum reimbursable amount of the Agreement.
3. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contracts with Family Service Association, Shelter from the Storm, and City of Riverside.

*Susan Loew*

(CONTINUED – 3 pages in total)

Susan Loew, Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 533,516	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12-13

<b>SOURCE OF FUNDS:</b> HUD Supportive Housing Program			<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
<b>Federal Funding:</b> 100%	<b>State Funding:</b> 0%	<b>County Funding:</b> 0%;	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>
<b>Realignment Funding:</b> 0%; <b>Other Funding:</b> 0%				

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Debra Courmoyer*  
Debra Courmoyer

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: *Elena M. Boeva* 7-3-12  
DATE: 7-3-12  
ELENA M. BOEVA  
Departmental Concurrence

Purchasing: *Mark Seltzer*  
Mark Seltzer, Assistant Director

Policy  
 Consent  
 Policy  
 Consent

Dep't Recomm.:  
 Per Exec. Ofc.:

**Prev. Agn. Ref.:** 4/12/11, #3.38

**District:** 1/1; 4/4;  
5/5

**Agenda Number:**

3.43

**BACKGROUND:**

On October 26, 2011, DPSS submitted an application for Homeless Assistance funds to the U.S. Department of Housing and Urban Development (HUD). On December 20, 2011, HUD announced the approval of twenty-four (24) renewal grants for Riverside County's homeless projects which includes the renewal of the three attached contracts that are due to expire in the 1<sup>st</sup> quarter of FY12/13. Following is a description of the renewal projects:

**Family Services Association**, a non-profit organization, operates the Permanent Housing Program for Disabled Women with Children. The program provides twelve (12) scattered site apartments and supportive services for women disabled due to physical/mental impairments and their children up to age 18. The program enables disabled women with children to live as independently as possible in a permanent setting that supports their special needs and those of their children. The current Project Sponsor Agreement expires on July 31, 2012. The renewal Grant will be from August 1, 2012 through July 31, 2013, in the amount of \$218,000. In the most recent Annual Performance Report for the period ending August 31, 2011 the project assisted twelve households (12 adults and 23 children). One household (1 adult and 3 children) exited the program. One hundred percent (100%) of households remained in the program six months or longer and ninety-one percent (91%) of households had income at follow-up or exit. There is no change to the population served, service site or mode of service delivery.

**Shelter from the Storm**, a non-profit organization, operates the Florence Rigdon House Transitional Housing project, an eighteen (18) unit, thirty-six (36) bedroom program located in the desert area. Participants and their children may stay up to twenty-four (24) months. One hundred percent (100%) of residents in this program are homeless and victims of domestic violence. This Agreement provides funding for housing which includes supportive services such as counseling, life skills education and child care. The current Project Sponsor Agreement expires on July 31, 2012. The renewal Grant will be from August 1, 2012 through July 31, 2013, in the amount of \$200,277. In the most recent Annual Performance Report for the period ending July 31, 2011, the project assisted 27 households (27 adults and 55 children). Nineteen households exited the program (19 adults and 36 children). One hundred percent (100%) of households had income at follow up and/or exit and seventy-six percent (76%) exited to permanent housing. There is no change to the population served, service site or mode of service delivery.

**City of Riverside Homeless Street Outreach Program** conducts daily mobile outreach and client services focused on the "hardest-to-reach" and "service-resistant" populations on the streets, in service venues and other locations with the goal of getting them connected with the services they need that leads to stable housing. Available services include outreach, case management, life skills, alcohol and/or drug abuse services, mental health, education, housing placement, employment assistance, and transportation. The current Project Sponsor Agreement expires on August 31, 2012. The renewal Grant will be from September 1, 2012 through August 31, 2013, in the amount of \$216,871. In the most recent Annual Performance Report for the period ending August 31, 2011 the project contacted 629 homeless persons and engaged 419 in services. Of those engaged in services, forty two percent (42%) were placed into housing. There is no change to the population served, service site or mode of service delivery.

**FINANCIAL DATA:** No County General Funds are required. Funding is 100% Federal funds. The full amount for all three grants is \$635,148; however, it is estimated that the Family Service Association, Shelter from the Storm, and City of Riverside will expend \$533,516 in FY 2012-13, leaving \$101,632 to be expended in FY 2013-14.

RE: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL  
DPSS PROJECT SPONSOR AGREEMENTS – HO-02503, HO-02508, HO-02509

Date: July 17, 2012

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**BACKGROUND, cont.:**

**CONCUR/EXECUTE:** County Purchasing

**ATTACHMENTS:**

1. Project Sponsor Agreement (3 copies) between DPSS and Family Services Association.
2. Project Sponsor Agreement (3 copies) between DPSS and Shelter from the Storm.
3. Project Sponsor Agreement (3 copies) between DPSS and City of Riverside.

SL: rp

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

**CONTRACT:** HO-02503

**PROJECT SPONSOR:** FAMILY SERVICE ASSOCIATION

**ACTIVITIES:** PERMANENT SUPPORTIVE HOUSING PROGRAM FOR  
DISABLED WOMEN WITH CHILDREN

**AGREEMENT TERM:** AUGUST 1, 2012 THROUGH JULY 31, 2013

**AGREEMENT AMOUNT:** \$218,000

**HUD PROJECT NUMBER:** CA0665B9D081101

**RECITALS**


This Agreement is made and entered into by and between the County of Riverside, hereinafter referred to as "County," and Family Service Association, hereinafter referred to as the "Project Sponsor."

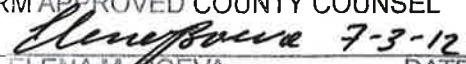
**WITNESSETH**

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

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

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

<b>Authorized Signature for the Board:</b>	<b>Authorized Signature for Project Sponsor:</b>
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John Tavaglione	Dom Betre Veronica Dover
Title: Chairman, Board of Supervisors	Title: President/CEO Chief operating officer
Address: 4080 Lemon Street Riverside, CA 92501	Address: 21250 Box Springs Road, Suite 212 Moreno Valley, CA 02557
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL  
BY:  7-3-12  
ELENA M. BOEVA DATE

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## LIST OF EXHIBITS

- EXHIBIT A – Project Summary
- 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
- EXHIBIT G – Assurance of Compliance

## 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. The term "Application" refers to the approved application and its submissions prepared by the Project Sponsor, which is the basis on which HUD approved the grant.
- C. The term "Draw Down" refers to the wire transfer system called Line of Credit Control System - Voice Response System (LOCCS – VRS).
- D. The term "HMIS" refers to the Riverside County Homeless Management Information System.
- E. The term "Participants" refers to individuals who utilize Supportive Housing Services, including referral services or individuals who are residents or former residents of the transitional housing project.
- F. The term "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- G. The terms "Project Sponsor" or "Contractor" refer to the Family Service Association, the entity under agreement with DPSS to operate the project on a daily basis.
- H. The term "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- I. The term "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- J. The term "Supportive Housing Program" refers to the HUD grant program to promote transitional housing, permanent housing and supportive services to homeless individuals.
- K. The term "Technical Submission" refers to the approved documents prepared by the Project Sponsor and submitted to HUD after the HUD grant award.

## II. DPSS RESPONSIBILITIES

- A. DPSS shall assure that the services provided by the Project Sponsor comply with all applicable federal, state, county, and local government laws, rules, regulations, policies and procedures.
- B. DPSS shall assign staff to serve as liaison and program coordinator between DPSS and the Project Sponsor. This staff will provide the Project Sponsor programmatic consultation and advise the Project Sponsor of all-pertinent existing guidelines and

regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to the Project Sponsor as needed.

- C. DPSS will assign staff to monitor the performance of the Project Sponsor in performing the terms, conditions, and specifications of this Agreement. DPSS, at its sole discretion, may monitor the performance of the Project Sponsor through any combination of the following methods which may include, but are not limited to: 1) periodic reviews, including on-site visits; (2) evaluations of the quantity or level and quality of services provided by the Project Sponsor; (3) annual inspection of all available fiscal statements and other records maintained by the Project Sponsor; and (4) annual statements that the Project Sponsor is required to complete under this Agreement.

**III. PROJECT SPONSOR RESPONSIBILITIES**

- A. The Project Sponsor shall be responsible for the overall administration of the Project, including overseeing all subcontractors, client services, and case management, medical care, social services support, and legal support. The Project Sponsor will also provide client linkages to other sources of support. The Project Sponsor will keep records and reports established to carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on participants for program monitoring and evaluation.
- B. The Project Sponsor shall provide services as set forth in the Project Application, attached hereto as **Exhibit A**, and incorporated herein by these references.
- C. 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:

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

- D. The Project Sponsor will be responsible for assuring that persons served under the terms of this Agreement meet the criteria specified in federal law for participants served under the Supportive Housing Program.
- E. The Project Sponsor shall comply with the policies and procedures in the DPSS Administrative Handbook for HUD Funded Programs, attached hereto as **Exhibit D** and incorporated herein by this reference, and all laws applicable to the provision of services under this program. If required, this Agreement will be amended to reflect any additional requirements detailed in the Handbook.
- F. The Project Sponsor agrees to participate in the Homeless Management Information System (HMIS).

1. 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.
2. 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.
3. 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>).

#### IV. FISCAL PROVISIONS

##### A. OBLIGATION

The Project Sponsor shall be reimbursed by HUD, utilizing a draw down process, for an amount not to exceed \$212,813. The County shall be reimbursed by HUD for an amount not to exceed \$5,187. Said funds shall be spent according to the budget shown below.

<b>Budget Category</b>	<b>Total</b>
REAL PROPERTY LEASING	\$162,000
SUPPORTIVE SERVICES	\$41,500
OPERATIONS	\$2,125
HMIS	\$2,000
ADMINISTRATIVE COSTS (SPONSOR)	\$5,188
ADMINISTRATIVE COSTS (COUNTY)	\$5,187
<b>Total</b>	<b>\$218,000</b>

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

##### B. METHOD, TIME, AND CONDITION OF PAYMENTS

1. The Project Sponsor shall submit to DPSS a monthly claim in accordance with the Administrative Handbook, **Exhibit 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 operate deficit funds.
  - a. Cash Match Documentation

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



requirements. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements.

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

### C. BUDGET MODIFICATIONS

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

#### a. Changes within a Budget Category

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

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, that adequately documents the need for a change and specifically identifies the items to be reduced/increased;
- iii. The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- iv. Modification requests (i.e., other than rollovers) must be submitted to DPSS no later than **thirty (30) days after** the end of the grant period.

#### b. Changes between Budget Categories (up to 10 percent)

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

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, that adequately documents the need for a change and specifically identifies the categories and line items to be reduced/increased;
- iii. The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- iv. Modification requests (i.e., other than rollovers) must be submitted to DPSS no later than **forty-five (45) days prior** to end of the grant period.

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

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

#### a. Conditions for Approval

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

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

b. Requests for Approval

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

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

c. Budget Rollover of unused funds (multi-year grants only)

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

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, no later than **forty-five (45) days prior** to the end of the grant period and adequately documents the need for a change;
- iii. The Project Sponsor specifically identifies the categories, line items, and rolls the funds over to the same approved categories and line items for the following operating year;
- iv. The Project Sponsor meets the approved match for the unused funds even if the match is different from the approved match from the prior operating year.

D. DISBURSEMENT OF FUNDS

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

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

E. UNEXPENDED FUNDS AND CLOSE-OUTS

1. The Project Sponsor shall complete all necessary closeout procedures, including the APR, required by DPSS within a period of not more than **forty-five (45) calendar days** from the expiration date of this Agreement. This time period will be referred to as the financial closeout period. After the expiration of the financial closeout period, those funds not paid to the Project Sponsor under this Agreement shall be

recaptured by HUD. DPSS is not liable for any expenses or costs associated with this Agreement after the expiration of the financial closeout period.

2. The Project Sponsor, if required to have an A-133 audit, shall provide a final financial audit for activities performed under this Agreement within thirty (30) days from finalization of audit.

#### F. INSPECTION AND AUDITS

1. The Project Sponsor shall manage monies received through DPSS in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in OMB Circulars A-110, A-122 and A-133.
2. The Project Sponsor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Project Sponsor shall maintain these records for seven (7) years after final payment has been made or until all pending DPSS, state, and federal audits, if any, are completed, whichever is later.
3. Authorized representatives of DPSS and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right, upon request, to inspect or otherwise evaluate the work performed under this Agreement and the premises in which it is being performed.
4. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for seven (7) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later.
5. Should the Project Sponsor disagree with any audit conducted by DPSS, the Project Sponsor shall have the right to employ a licensed, Certified Public Account (CPA) to prepare and file with DPSS a certified financial and compliance audit (in compliance with generally accepted government auditing standards) of related services provided during the term of this Agreement. The Project Sponsor will not be reimbursed by DPSS for such an audit.
6. In the event the Project Sponsor does not make available its books and financial records at the location where they are normally maintained, the Project Sponsor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.
7. All contract deliverables and equipment furnished or utilized in the performance of this Agreement shall be subject to inspection by DPSS at all times during the term of this Agreement. The Project Sponsor shall provide adequate cooperation to any employee assigned by DPSS in order to permit their determination of the Project Sponsor's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

## G. WITHHELD PAYMENTS

1. Unearned payments under this Agreement may be suspended or terminated if grant funds to DPSS are suspended terminated, or if the Project Sponsor refuses to accept, additional conditions imposed on it by HUD or DPSS.
2. DPSS has the authority to withhold funds under this Agreement pending a final determination by DPSS of questioned expenditures or indebtedness to DPSS arising from past or present agreements between DPSS and the Project Sponsor. Upon final determination by DPSS of disallowed expenditures or indebtedness, DPSS may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.
3. Payments to the Project Sponsor may be withheld by DPSS if the Project Sponsor fails to comply with the provisions of this Agreement.

## H. FISCAL ACCOUNTABILITY

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

## I. AVAILABILITY OF FUNDING

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

## V. GENERAL PROVISIONS

### A. TERM OF AGREEMENT

The Agreement shall be effective from August 1, 2012 through July 31, 2013.

### B. SUPPORTIVE HOUSING PROGRAM COMPLIANCE

By executing this Agreement, the Project Sponsor hereby certifies that it will adhere to and comply with the following as they may be applicable to a recipient of funds granted pursuant to the Supportive Housing Program, including; HUD Application, Technical Submission; Supportive Housing Program Rule (24 CFR 583); Administrative Requirement for Grants and Cooperative Agreements (24 CFR Part 85); this Agreement, and the applicable Notice of Funding Availability (NOFA).

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

### E. HOLD HARMLESS/INDEMNIFICATION

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

but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged liability.

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

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

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

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

#### F. 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.

#### G. INDEPENDENT CONTRACTOR

The Project Sponsor is, and will at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between DPSS and the Project Sponsor or any of the Project Sponsor's agents, employees, or volunteers. The Project Sponsor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The Project Sponsor, its agents, employees, and volunteers shall



not be afforded any of the rights and/or privileges afforded to employees of DPSS or the County of Riverside and shall not be considered in any manner to be employees of the County.

#### H. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:
  - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  - b. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  - d. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
4. Nothing contained in this contract shall create any contractual relationship between any subcontractor 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

#### I. REPORTS AND RECORD KEEPING

1. The Project Sponsor agrees to submit an Annual Progress Report (APR), **Appendix 6 of Exhibit D**, to DPSS within forty five (45) days after the end of each operating year. Failure to submit an APR may lead to a delay in receiving future grant funds. Upon review for completeness and accuracy, DPSS will submit the APR to HUD as required. The Projector Sponsor will mail these records to the following address:

Department of Public Social Services  
Homeless Programs Unit  
4060 County Circle Drive  
Riverside, CA 92503

2. The Project Sponsor agrees to submit a Semi-Annual Statistical Report upon a 30-day written notice by DPSS.

3. If funded for Transitional Housing or Permanent Housing, the Project Sponsor agrees to the following:
  - a. The Project Sponsor will notify DPSS immediately upon knowledge of a participant entering and/or 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.
  - b. 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.
  - c. Upon receipt of the Tenant Change Notice Form, DPSS will, within two (2) business days, 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).
  - d. If a vacancy occurs in which the Project Sponsor cannot notify DPSS in the timeframe set forth above in 3.a, or if the HQS Inspection cannot be performed in the timeframe set forth above in 3.c, the Project Sponsor has the authority to fill the vacancy with a client from their waiting list. Upon such an occurrence, DPSS will schedule the HQS inspection after the fact.
  - e. 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 10<sup>th</sup> (tenth) business day following the reporting month, regardless of the means by which the report is sent to DPSS. The fax number of the Homeless Programs Unit is provided above (reference 3).
5. The Sponsor agrees to collect and maintain records of participants for required federal, state, and county reports.

#### J. SANCTIONS

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

below, and may take any other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

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

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

#### L. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

#### M. 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) Homeless Program Unit  
 4060 County Circle Drive  
 Riverside, CA 92503

DPSS: Department of Public Social Services  
 (Fiscal Issues) Management Reporting Unit  
 4060 County Circle Drive  
 Riverside, CA 92503

Project Sponsor: Family Service Association  
 Attn: President/CEO  
 21250 Box Springs Road, Suite 212  
 Moreno Valley, CA 02557

**N. ASSIGNMENTS**

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

**O. DISPUTES**

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

**P. 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 on neglect to a child protective agency as defined in Penal Code, Section 11166.

**Q. ELDER AND DEPENDENT ABUSE REPORTING**

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

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

## R. CLIENTS CIVIL RIGHTS COMPLIANCE

### 1. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit G** and incorporated herein by this reference. The Contractor will sign and date **Exhibit G** and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

### 2. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

#### **Civil Rights Complaints should be referred to:**

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-3030

### 3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (a) Denying a participant any service or benefit or availability of a facility.
- (b) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.

- (c) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

#### 4. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

### S. EMPLOYMENT PRACTICES

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

For the purpose of this section, Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

### T. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

### U. CLEAN AIR/WATER ACTS

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

V. LEAD-BASED PAINT

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

W. AUTHORITY

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

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

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

Y. ENTIRE AGREEMENT

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

**Applicant:** Riverside City & County Proj Applicant  
**Project:** Permanent Housing for Disabled Women with Children

CA-608  
 040023

## Before Starting the Project Application

HUD strongly encourages ALL project applicants to review the following information BEFORE beginning the application.

### Things to Remember

- Download and review the detailed instructions within the document on the left menu of this application. Resources are also available online at [www.hudhre.info/esnaps](http://www.hudhre.info/esnaps), to help successfully complete the application.
- Program policy questions and problems related to completing the application in e-snaps may be directed to HUD through the HUD HRE Virtual Help Desk, which is accessible online at [www.hudhre.info/helpdesk](http://www.hudhre.info/helpdesk).
- Project applicants are required to have a Data Universal Numbering System (DUNS) number, and an active registration in the Central Contractor Registration (CCR), in order to apply for funding under the CoC competition. For more information see the FY2011 CoC NOFA.
- To ensure that applications are considered for funding, all sections of the FY2011 CoC NOFA and the FY2011 General Section should be read carefully, and all requirements and criteria met.
- All applicants, new and returning, must complete the applicant profile in e-snaps for FY2011 before submitting the Exhibit 2 application.
- Renewal applications - carefully review and update application, if it includes data from the FY2010 application. Questions may have been changed, removed, or added, and the imported information may or may not be relevant.
- For S+C projects requesting renewal funding, the number of units requested for each unit size in the project must be consistent with the number of units indicated on the CoC's FY2011 S+C Grant Inventory Worksheet, as approved by HUD.
- For SHP projects requesting renewal funding, the total budget request must be consistent with the annual renewal amount (ARA) listed on the CoC's FY2011 SHP Grant Inventory Worksheet. If the ARA is reduced or eliminated through the CoC's HHN reallocation process, the budget request must be reflected accordingly.
- HUD reserves the right to reduce or reject any new or renewal project that fails to adhere to the program and application requirements.



## 1B. Legal Applicant

### Instructions:

8. Applicant Information - The applicant information populated on this form comes from the Applicant Profile, and must reflect the information for the applicant organization that can legal request homeless assistance funding from HUD.

a. Legal Name - The legal name of the applicant organization is populated on this form from the Applicant Profile. It is important that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained online at - <http://esnaps.hudhre.info>.

b. Employer/Taxpayer Number (EIN/TIN) - The EIN/TIN for the applicant organization is populated on this form from the Applicant Profile.

c. Organizational DUNS - The DUNS number for the applicant organization is populated on this form from the Applicant Profile. Information on obtaining a DUNS number may be obtained online at - <http://www.dnb.com>.

d. Address - The physical address of the applicant organization is populated on this form from the Applicant Profile.

e. Organizational Unit - If applicable, the department and division of the applicant organization is populated on this form from the Applicant Profile.

f. Name and contact information of person to be contacted on matters involving this applicant - The alternate point of contact for the applicant organization is populated on this form from the Applicant Profile. This person may or may not be the authorized representative.

Additional Resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>

### 8. Applicant

**a. Legal Name:** County of Riverside

**b. Employer/Taxpayer Identification Number (EIN/TIN):** 95-6000930

	<b>c. Organizational DUNS:</b>	152240540	PL US 4	
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### d. Address

**Street 1:** 4060 County Circle Drive

**Street 2:**

**City:** Riverside

**County:** Riverside

**State:** California

## 1C. Application Details

### Instructions:

9. Type of Applicant : (required) - This field is populated from the e-snaps Applicant Profile. Applicants cannot modify the populated data on this form. However, applicants may modify the Applicant Profile to correct any errors identified.

10. Name Of Federal Agency - field populated with the Department of Housing and Urban Development. The field cannot be edited.

11. Catalog Of Federal Domestic Assistance Number/Title: (required) - select the applicable program type - SHP, S+C, or SRO. The selection will automatically populate the CFDA number field on this form, and will drive the list of components available on form 3A. Project Detail of this application.

12. Funding Opportunity Number/Title - This field will automatically populate with the funding opportunity number and title of the opportunity under which assistance is requested, as found in this year's Federal Register announcement.

13. Competition Identification Number/Title - Leave this field blank.

Additional Resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>

**9. Type of Applicant:** B. County Government

**If "Other" please specify:**

**10. Name of Federal Agency:** Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance** SHP  
**Title:**

**CFDA Number:** 14.235

**12. Funding Opportunity Number:** FR-5500-N-34

**Title:** Continuum of Care Homeless Assistance  
Competition

**13. Competition Identification Number:**

**Title:**

- a. Federal:**
- b. Applicant:**
- c. State:**
- d. Local:**
- e. Other:**
- f. Program Income:**
- g. TOTAL:**

## 1F. Declaration

### Instructions:

I Agree: (required) - Select the check next to 'I Agree' to (1) certify to the statements contained in the list of certifications\*\*, (2) certify that the statements herein are true, complete, and accurate to the best of my knowledge, (3) certify that the required assurances\*\* are provided, and (4) agree to comply with any resulting terms if I accept an award. Any false, fictitious, or fraudulent statements or claims may subject the authorized representative and the applicant organization to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001)

\*\*The list of certifications and assurances are contained in the CoC NOFA and in the e-snaps Applicant Profile.

21. Authorized Representative: The information for the authorized representative is populated from the Applicant Profile. A copy of the governing body's authorization for this person to sign this application as the official representative must be on file in the applicant's office.

Additional Resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>

**By signing and submitting this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

I AGREE:

### 21. Authorized Representative

**Prefix:** Ms.

**First Name:** Susan

**Middle Name:**

**Last Name:** Loew

**Suffix:**

**Title:** Director

**Telephone Number:** (951) 358-3000  
**(Format: 123-456-7890)**

**Fax Number:** (951) 358-7755  
**(Format: 123-456-7890)**

## 2A. Project Sponsor(s)

**This form lists the sponsor organization(s) for the project. To add a sponsor, select the  icon. To view or update sponsor information already listed, select the view  option.**

<b>Organization</b>	<b>Type</b>
Family Service Association of Western Riverside...	M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)

**If "Other" specify:**

**c. Employer or Tax Identification Number:** 95-1803694

	<b>d. Organizational DUNS:</b>	791329071	PL US 4	
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**e. Address**

**Street 1** 21250 Box Springs Road

**Street 2** Suite 212

**City** Moreno Vally

**State** California

**Zip Code** 92557

**f. Congressional district(s)** CA-045

**g. Is the sponsor a Faith-Based Organization?** No

**h. Has the sponsor ever received a federal grant, either directly from a federal agency or through a State/local agency?** Yes

**i. Contact Person**

**Prefix** Mr.

**First Name** Dom

**Middle Name**

**Last Name** Betro

**Suffix**

**Title** President CEO

**E-mail Address** dbetro@fsaca.org

**Confirm E-mail Address** dbetro@fsaca.org

**Phone Number** 951-686-1096

**Extension**

**Fax Number** 951-686-5382

## 3A. Project Detail

### Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application. The selections made on this form will determine the remaining forms that must be completed with this application.

1. Expiring Grant Number: field populates with the expiring grant number entered as the "Federal Award Identifier" on form 1A. Application Type of this application.
2. CoC Number and Name: (required) - select the appropriate Continuum of Care (CoC) number and name. The selected CoC will receive the application and determine whether or not to include it with the CoC application submission to HUD.
3. Project Name: field populates the 2011 project name from the Project form. Return to the Project form, to make changes to the name.
4. Project Type: field populates the project type (new or renewal), as selected on form 1A. Application Type of this application.
5. Program Type: field populates the program type -- Supportive Housing Program (SHP), Shelter Plus Care (S+C), or Section 8 Moderate Rehabilitation for Single Room Occupancy (SRO), as selected on form 1C. Application Details of this application.
6. Component Type: (required) - select the one component that appropriately identifies the project. The list of available components will depend on the program type selected.
7. Energy star: (required) - select Yes or No to indicate whether or not energy star is being (or will be) used at one or more of the properties that will receive assistance using the requested funds.
8. Title V: (required) - select Yes or No to indicate whether or not one or more of the project properties has been conveyed under Title V.
9. Services in connection with another TH or PH project: select Yes or No to indicate whether or not the project is providing (or will provide) supportive services to participants in another permanent housing or transitional housing project.
10. Innovative SHP: (required) - select Yes or No to indicate whether or not the proposed project is to be considered under the Innovative Supportive Housing component. If yes, indicate in the project description (on form 2B of this application) how the project represents a distinctively different approach when viewed within its geographic area, is a sensible model for others, and can be replicated elsewhere. An applicant should not propose a project under this component unless a compelling case is made that these criteria can be met.

Additional resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>  
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

### 1. Expiring Grant Number CA0665B9D080800

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

## 3B. Project Description

**Instructions:**



**1. Provide a description of the project that addresses its entire scope, including the needs of the community/target population.**

FSA provides long-term, community-based permanent housing and supportive services to homeless disabled women with children (ages birth 18). The project offers a full spectrum of supportive services related to basic needs such as food and clothing, employment, education, family life development, physical and mental health services.

**2. Was the original project awarded funding for acquisition, new construction, or rehabilitation?** No

**2. Does the proposed project have a designated staff person to ensure that the children are enrolled in school and receive educational services, as appropriate?** Yes

**3. Describe the reason(s) for non-compliance with educational laws, and the corrective action to be taken prior to grant agreement execution.**

## 4B. Housing Type and Scale Detail

### Instructions:

1. Housing type: (required) - select or update the proposed housing type. Refer to the detailed instructions document for a definition of each housing type.
2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.
  - a. Total units: (required) - enter or update the maximum number of units available for housing project participants at the selected housing type.
  - b. Total bedrooms: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
  - c. Total beds: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
3. Geographic areas: (required) - indicate the geographic location(s) of the selected housing type.

Additional resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>  
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

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

**2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.**

**a. Units:** 12

**b. Bedrooms:** 24

**c. Beds:** 30

**3. Select the geographic area(s) associated with the selected housing type. For new projects, select the area(s) expected to be served.** 069065 RIVERSIDE COUNTY, 062367 MORENO VALLEY

**(for multiple selections hold CTRL+Key)**

<b>Data Quality</b>	<b>Null or Missing Values (%)</b>	<b>Don't Know or Refused (%)</b>
<b>Name</b>	0%	0%
<b>Social Security Number</b>	0%	1%
<b>Date of Birth</b>	0%	0%
<b>Ethnicity</b>	0%	0%
<b>Race</b>	0%	0%
<b>Gender</b>	0%	0%
<b>Veteran Status</b>	0%	0%
<b>Disabling Condition</b>	0%	0%
<b>Residence Prior to Prog. Entry</b>	0%	1%
<b>Zip Code of Last Permanent Address</b>	0%	1%

<b>5. Non-Disabled Children</b>	18						
<b>6. Total Persons</b> (click on "Save" to auto-calculate)	32	0	6	8	0	1	3
<b>7. Total Number of Adults</b> (click on "Save" to auto-calculate)	12						
<b>8. Total Number of Children</b> (click on "Save" to auto-calculate)	20						

<b>4. Disabled Unaccompanied Youth (under 18)</b>							
<b>5. Non-Disabled Unaccompanied Youth (under 18)</b>							
<b>6. Total Persons (click on "Save" to auto-calculate)</b>	0	0	0	0	0	0	0
<b>7. Total Number of Adults (click on "Save" to auto-calculate)</b>	0						
<b>8. Total Number of Unaccompanied Youth (click on "Save" to auto-calculate)</b>	0						

## 6A. Standard Performance Measures

**Instructions:**

For each applicable question on this form, the Applicant must establish performance measurement goals for this project. Applicants are required to set a housing stability goal and to select at least one income-related 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 for the housing measure.  
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 or exiting to permanent housing (subsidized or unsubsidized) during the operating year.	12	9	75%

**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 (%).**

Income 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.	12	6	50%
<b>OR</b>			
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%

## Funding Request

### Instructions:

The fields that must be completed on this form will vary based on the project type, program type, and component type.

1a. Operating by September 30, 2013? (required) - select Yes or No to indicate whether or not the grant agreement will be executed and the project will begin operating by September 30, 2013. Unobligated funds will not be available after September 30, 2013.

#### NEW PROJECTS ONLY:

1b. Are special housing funds being requested for this project? (required) - select Yes or No to indicate whether or not the project is requesting funds under the Permanent Housing Bonus funding category. If yes, then the project will be referred to as a new PH Bonus project. Only permanent housing projects are eligible for PH Bonus funds.

2. Is this project using HHN reallocated funds? (required) - select Yes or No to indicate whether the new project is using HHN reallocated funds.

#### RENEWAL PROJECTS ONLY:

1b. Is this project a HUD approved consolidation? (required) - select Yes or No to indicate whether or not the project has recently consolidated two or more grants, as approved through HUD's grant amendment process.

1c. Was the original project awarded funding (in part or whole) under a special housing initiative? (required) - indicate whether or not the project previously received funds under one of the following housing initiatives: Samaritan Housing, Chronic Homeless, Permanent Housing Bonus, or Rapid Rehousing Demonstration. If yes, then the project must continue to meet the requirements of the initiative for the life of the project, in order to continue to receive renewal funding under the CoC competition.

2. Has this project been reduced through the HHN reallocation process? (required) - select Yes or No to indicate whether the renewal project is reduced through the HHN reallocation process.

#### NEW AND RENEWAL PROJECTS:

3. Grant term: (required) - indicate the number of years for which new or renewal funding is being requested. The number of years that can be selected will vary depending on the project type and program type.

4. Select the activities for which funding is being requested: (required for SHP projects only) - 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, operating, and HMIS. Renewal projects may indicate only those activities listed on the 2011 SHP GIW.

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

**1a. Is it feasible for the project to begin operating/under grant agreement by September 30, 2013? Yes**



## Operating Budget

**Instructions:**

For each year of the grant term, enter the quantity and total budget request for each operating activity. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

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

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

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

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

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

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

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

Other Resources: (no input required) - if there are in-kind or additional cash resources above the requested cash match requirement, enter the total amount (\$) available per grant year.

Additional resources:  
 Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>  
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Eligible Costs	Quantity (limit 400 characters)	SHP Request Year 1	Total
1.Maintenance/Repair		\$0	\$0
2.Staff		\$0	\$0
3.Utilities		\$0	\$0
4.Equipment (lease/buy)		\$0	\$0
5.Supplies		\$2,125	\$2,125
6.Insurance		\$0	\$0
7.Furnishings		\$0	\$0
8.Relocation		\$0	\$0
9.Other (must specify *)			
		\$0	\$0

## Leasing Budget

The following information summarizes the SHP leasing request for the project.

To add information to this list, click on the icon and enter the requested information.

**Summary SHP Leased Budgets** \$162,000

## Supportive Services Budget

**Instructions:**

For each year of the grant term, enter the quantity and total budget request for each supportive services cost. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

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

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

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

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

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

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

Other Resources: (no input required) - if there are in-kind or additional cash resources above the requested cash match requirement, enter or update the total amount (\$) available per grant year.

Additional resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>  
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Supportive Services Costs	Quantity (limit 400 characters)	SHP Request Year 1	Total
1. Outreach			\$0
2. Case Management	1.0 fte	\$20,700	\$20,700
3. Life Skills (outside of case management)			\$0
4. Alcohol and Drug Abuse Services			\$0
5. Mental Health and Counseling Services			\$0
6. HIV/AIDS Services			\$0
7. Health Related and Home Health Services			\$0
8. Education and Instruction			\$0
9. Employment Services			\$0
10. Child Care			\$0
11. Transportation			\$0
13. Other (must specify )			

## HMIS - Equipment Budget

**Instructions:**

HMIS costs: (populated) - the system populates a list of eligible activities associated with the implementation of an HMIS and for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible cost activities, which are not listed.

SHP Request: (required) - for each grant year, enter or update the amount (\$) requested for each cost activity that is DIRECTLY related to implementing the HMIS, and eligible for SHP funding.

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

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

**For each year of the grant term, enter the total dollar amount of SHP funds requested for each HMIS activity. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.**

	SHP Request Year 1	Total
<b>Equipment</b>		
<b>1. Central Server(s)</b>		\$0
<b>2. Personal Computers and Printers</b>		\$0
<b>3. Networking</b>		\$0
<b>4. Security</b>		\$0
<b>Subtotal Equipment Request</b>	\$0	\$0

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

## HMIS - Services Budget

**Instructions:**

HMIS costs: (populated) - the system populates a list of eligible activities associated with the implementation of an HMIS and for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible cost activities, which are not listed.

SHP Request: (required) - for each grant year, enter or update the amount (\$) requested for each cost activity that is DIRECTLY related to implementing the HMIS, and eligible for SHP funding.

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

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

**For each year of the grant term, enter the total dollar amount of SHP funds requested for each HMIS activity. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.**

	Year 1 SHP Request	Total
<b>Services</b>		
9. Training by Third Parties		\$0
10. Hosting/Technical Services		\$0
11. Programming: Customization		\$0
12. Programming: System Interface		\$0
13. Programming: Data Conversion		\$0
14. Security Assessment and Setup		\$0
15. On-line Connectivity (Internet Access)		\$0
16. Facilitation		\$0
17. Disaster and Recovery		\$0
Other (must specify *)		
		\$0
<b>Subtotal HMIS Services Request</b>	<b>\$0</b>	<b>\$0</b>

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

## HMIS - Space & Operations Budget

**Instructions:**

HMIS costs: (populated) - the system populates a list of eligible activities associated with the implementation of an HMIS and for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible cost activities, which are not listed.

SHP Request: (required) - for each grant year, enter or update the amount (\$) requested for each cost activity that is DIRECTLY related to implementing the HMIS, and eligible for SHP funding. For renewal projects, the SHP Request should match budget amounts identified on the Grant Inventory Worksheet.

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

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

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

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

**For each year of the grant term, enter the total dollar amount of SHP funds requested for each HMIS activity. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.**

	Year 1 SHP Request	Total
<b>HMIS Space and Operations</b>		
<b>23. Space Costs</b>		\$0
<b>24. Operational Costs</b>		\$0
<b>Subtotal Space &amp; Operations Request</b>	\$0	\$0

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

## Supportive Housing Program (SHP) Summary Budget

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

**Selected Grant Term 1 Year**

SHP Activities	SHP Dollars Request	Cash Match	Totals
1. Acquisition	\$0	\$0	\$0
2. Rehabilitation	\$0	\$0	\$0
3. New Construction	\$0	\$0	\$0
4. Subtotal (Lines 1 - 3)	\$0	\$0	\$0
5. Real Property Leasing From Leasing Budget Chart	\$162,000		\$162,000
6. Supportive Services From Supportive Services Budget Chart	\$41,500	\$10,375	\$51,875
7. Operations From Operating Budget Chart	\$2,125	\$709	\$2,834
8. HMIS From HMIS Budget Chart	\$2,000	\$500	\$2,500
9. SHP Request (Subtotal lines 4-8)	\$207,625		
10. Administrative Costs (Up to 5% of line 9)	\$10,381		
	<b>Total SHP Request (Total lines 9 and 10)</b>	<b>Total Cash Match</b>	<b>Total Budget (Total SHP Request + Total Cash Match)</b>
	\$218,006	\$11,584	\$229,590

## **Attachment Details**

**Document Description:** FSA Non profit

## **Attachment Details**

**Document Description:**

## **Attachment Details**

**Document Description:**



If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

**Additional for S+C:**

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

**B. For SHP Only.**

**20-Year Operation Rule.**

For applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

**1-Year Operation Rule.**

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

**C. For S+C Only. Supportive Services.**

It will make available supportive services appropriate to the needs of the population served and equal in value to the aggregate amount of rental assistance funded by HUD for the full term of the rental assistance.

**D. Explanation.**

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation behind this page.

**Name of Authorized Certifying Official** Susan Loew

**Date:** 10/26/2011

**Title:** Director

**Applicant Organization:** County of Riverside

**PHA Number (For PHA Applicants Only):**

**I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).**

X

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

**CONTRACT:** HO-02508

**PROJECT SPONSOR:** SHELTER FROM THE STORM

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

**AGREEMENT TERM:** AUGUST 1, 2012 THROUGH JULY 31, 2013

**AGREEMENT AMOUNT:** \$200,277

**HUD PROJECT NUMBER:** CA0680B9D081104

**RECITALS**

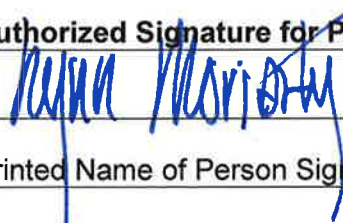
This Agreement is made and entered into by and between the County of Riverside, hereinafter referred to as "County," and Shelter from the Storm, hereinafter referred to as the "Project Sponsor."

**WITNESSETH**

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

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

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

<b>Authorized Signature for the Board:</b>	<b>Authorized Signature for Project Sponsor:</b>
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John Tavaglione	Lynn Moriarty
Title: Chairman, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: 73555 Alessandro Drive, Suite D Palm Desert, CA 92260
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL

BY:  7-3-12  
ELENA M. BOEVA DATE

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### LIST OF EXHIBITS

- EXHIBIT A – Project Summary
- 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
- EXHIBIT G – Assurance of Compliance

## 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. The term "Application" refers to the approved application and its submissions prepared by the Project Sponsor, which is the basis on which HUD approved the grant.
- C. The term "Draw Down" refers to the wire transfer system called Line of Credit Control System - Voice Response System (LOCCS – VRS).
- D. The term "HMIS" refers to the Riverside County Homeless Management Information System.
- E. The term "Participants" refers to individuals who utilize Supportive Housing Services, including referral services or individuals who are residents or former residents of the transitional housing project.
- F. The term "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- G. The terms "Project Sponsor" or "Contractor" refer to Shelter from the Storm, the entity under agreement with DPSS to operate the project on a daily basis.
- H. The term "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- I. The term "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- J. The term "Supportive Housing Program" refers to the HUD grant program to promote transitional housing, permanent housing and supportive services to homeless individuals.
- K. The term "Technical Submission" refers to the approved documents prepared by the Project Sponsor and submitted to HUD after the HUD grant award.

## II. DPSS RESPONSIBILITIES

- A. DPSS shall assure that the services provided by the Project Sponsor comply with all applicable federal, state, county, and local government laws, rules, regulations, policies and procedures.
- B. DPSS shall assign staff to serve as liaison and program coordinator between DPSS and the Project Sponsor. This staff will provide the Project Sponsor programmatic consultation and advise the Project Sponsor of all-pertinent existing guidelines and

regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to the Project Sponsor as needed.

- C. DPSS will assign staff to monitor the performance of the Project Sponsor in performing the terms, conditions, and specifications of this Agreement. DPSS, at its sole discretion, may monitor the performance of the Project Sponsor through any combination of the following methods which may include, but are not limited to: 1) periodic reviews, including on-site visits; (2) evaluations of the quantity or level and quality of services provided by the Project Sponsor; (3) annual inspection of all available fiscal statements and other records maintained by the Project Sponsor; and (4) annual statements that the Project Sponsor is required to complete under this Agreement.

**III. PROJECT SPONSOR RESPONSIBILITIES**

- A. The Project Sponsor shall be responsible for the overall administration of the Project, including overseeing all subcontractors, client services, and case management, medical care, social services support, and legal support. The Project Sponsor will also provide client linkages to other sources of support. The Project Sponsor will keep records and reports established to carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on participants for program monitoring and evaluation.
- B. The Project Sponsor shall provide services as set forth in the Project Application, attached hereto as **Exhibit A**, and incorporated herein by these references.
- C. 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:

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

- D. The Project Sponsor will be responsible for assuring that persons served under the terms of this Agreement meet the criteria specified in federal law for participants served under the Supportive Housing Program.
- E. The Project Sponsor shall comply with the policies and procedures in the DPSS Administrative Handbook for HUD Funded Programs, attached hereto as **Exhibit D** and incorporated herein by this reference, and all laws applicable to the provision of services under this program. If required, this Agreement will be amended to reflect any additional requirements detailed in the Handbook.
- F. The Project Sponsor agrees to participate in the Homeless Management Information System (HMIS).

1. 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.
2. 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.
3. 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>).
4. Programs that exclusively serve Domestic Violence victims are not required to enter client identifying information in the HMIS system; however, the Project Sponsor must collect required data in a comparable in-house database.

**IV. FISCAL PROVISIONS**

**A. OBLIGATION**

The Project Sponsor shall be reimbursed by HUD, utilizing a draw down process, for an amount not to exceed \$195,509. The County shall be reimbursed by HUD for an amount not to exceed \$4,768. Said funds shall be spent according to the budget shown below.

Budget Category	Total
OPERATING COSTS	\$108,650
SUPPORTIVE SERVICES	\$82,090
ADMINISTRATIVE COSTS (PROJECT SPONSOR)	\$4,769
ADMINISTRATIVE COSTS (COUNTY)	\$4,768
<b>Total</b>	<b>\$200,277</b>

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

**B. METHOD, TIME, AND CONDITION OF PAYMENTS**

0.1. \_\_\_\_\_ The Project Sponsor shall submit to DPSS a monthly claim in accordance with the Administrative Handbook, Exhibit D.

0.2. \_\_\_\_\_ The Project Sponsor shall ensure that funds provided under this Agreement are not used to pay developer's fees, to establish working capital, or operate deficit funds.

**a. Cash Match Documentation**

The Project Sponsor shall provide cash match documentation as set forth in this Agreement and the Project Summary, attached hereto as **Exhibit A** and incorporated herein by this reference. Cash match documentation may be submitted with monthly billing claims; however, documentation must be submitted to DPSS at least quarterly. DPSS will verify utilization of the cash match through a monthly desk review and on-site monitoring visits. Matching funds provided by the Project Sponsor must be money provided to the project by one or more of the following: the Project Sponsor, the federal government, state and local

governments, and/or private resources. Non-cash resources such as in-kind contributions of goods or services cannot be used to fulfill matching funds requirements. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements.

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

### C. BUDGET MODIFICATIONS

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

a. Changes within a Budget Category

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

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, that adequately documents the need for a change and specifically identifies the items to be reduced/increased;
- iii. The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- iv. Modification requests (i.e., other than rollovers) must be submitted to DPSS no later than **thirty (30) days after** the end of the grant period.

b. Changes between Budget Categories (up to 10 percent)

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

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, that adequately documents the need for a change and specifically identifies the categories and line items to be reduced/increased;
- iii. The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- iv. Modification requests (i.e., other than rollovers) must be submitted to DPSS no later than **forty-five (45) days prior** to end of the grant period.

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

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

## a. Conditions for Approval

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

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

## b. Requests for Approval

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

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

## c. Budget Rollover of unused funds (multi-year grants only)

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

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, no later than **forty-five (45) days prior** to the end of the grant period and adequately documents the need for a change;
- iii. The Project Sponsor specifically identifies the categories, line items, and rolls the funds over to the same approved categories and line items for the following operating year;
- iv. The Project Sponsor meets the approved match for the unused funds even if the match is different from the approved match from the prior operating year.

## D. DISBURSEMENT OF FUNDS

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

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

## E. UNEXPENDED FUNDS AND CLOSE-OUTS

1. The Project Sponsor shall complete all necessary closeout procedures, including the APR, required by DPSS within a period of not more than **forty-five (45) calendar days** from the expiration date of this Agreement. This time period will be referred to as the financial closeout period. After the expiration of the financial closeout period,



those funds not paid to the Project Sponsor under this Agreement shall be recaptured by HUD. DPSS is not liable for any expenses or costs associated with this Agreement after the expiration of the financial closeout period.

2. The Project Sponsor, if required to have an A-133 audit, shall provide a final financial audit for activities performed under this Agreement within thirty (30) days from finalization of audit.

#### F. INSPECTION AND AUDITS

1. The Project Sponsor shall manage monies received through DPSS in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in OMB Circulars A-110, A-122 and A-133.
2. The Project Sponsor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Project Sponsor shall maintain these records for seven (7) years after final payment has been made or until all pending DPSS, state, and federal audits, if any, are completed, whichever is later.
3. Authorized representatives of DPSS and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right, upon request, to inspect or otherwise evaluate the work performed under this Agreement and the premises in which it is being performed.
4. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for seven (7) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later.
5. Should the Project Sponsor disagree with any audit conducted by DPSS, the Project Sponsor shall have the right to employ a licensed, Certified Public Account (CPA) to prepare and file with DPSS a certified financial and compliance audit (in compliance with generally accepted government auditing standards) of related services provided during the term of this Agreement. The Project Sponsor will not be reimbursed by DPSS for such an audit.
6. In the event the Project Sponsor does not make available its books and financial records at the location where they are normally maintained, the Project Sponsor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.
7. All contract deliverables and equipment furnished or utilized in the performance of this Agreement shall be subject to inspection by DPSS at all times during the term of this Agreement. The Project Sponsor shall provide adequate cooperation to any employee assigned by DPSS in order to permit their determination of the Project Sponsor's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

**G. WITHHELD PAYMENTS**

1. Unearned payments under this Agreement may be suspended or terminated if grant funds to DPSS are suspended terminated, or if the Project Sponsor refuses to accept, additional conditions imposed on it by HUD or DPSS.
2. DPSS has the authority to withhold funds under this Agreement pending a final determination by DPSS of questioned expenditures or indebtedness to DPSS arising from past or present agreements between DPSS and the Project Sponsor. Upon final determination by DPSS of disallowed expenditures or indebtedness, DPSS may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.
3. Payments to the Project Sponsor may be withheld by DPSS if the Project Sponsor fails to comply with the provisions of this Agreement.

**H. FISCAL ACCOUNTABILITY**

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

**I. AVAILABILITY OF FUNDING**

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

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

The Agreement shall be effective from August 1, 2012 through July 31, 2013.

**B. SUPPORTIVE HOUSING PROGRAM COMPLIANCE**

By executing this Agreement, the Project Sponsor hereby certifies that it will adhere to and comply with the following as they may be applicable to a recipient of funds granted pursuant to the Supportive Housing Program, including; HUD Application, Technical Submission; Supportive Housing Program Rule (24 CFR 583); Administrative Requirement for Grants and Cooperative Agreements (24 CFR Part 85); this Agreement, and the applicable Notice of Funding Availability (NOFA).

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

### E. HOLD HARMLESS/INDEMNIFICATION

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

but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged liability.

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

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

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

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

#### F. 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.

#### G. INDEPENDENT CONTRACTOR

The Project Sponsor is, and will at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between DPSS and the Project Sponsor or any of the Project Sponsor's agents, employees, or volunteers. The Project Sponsor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The Project Sponsor, its agents, employees, and volunteers shall

not be afforded any of the rights and/or privileges afforded to employees of DPSS or the County of Riverside and shall not be considered in any manner to be employees of the County.

#### H. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:
  - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  - b. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  - d. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
4. Nothing contained in this contract shall create any contractual relationship between any subcontractor 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

#### I. REPORTS AND RECORD KEEPING

1. The Project Sponsor agrees to submit an Annual Progress Report (APR), **Appendix 6 of Exhibit D**, to DPSS within forty five (45) days after the end of each operating year. Failure to submit an APR may lead to a delay in receiving future grant funds. Upon review for completeness and accuracy, DPSS will submit 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.

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

#### 4. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

#### S. EMPLOYMENT PRACTICES

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

For the purpose of this section, Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

#### T. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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



#### U. CLEAN AIR/WATER ACTS

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

#### V. LEAD-BASED PAINT

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

#### W. AUTHORITY

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

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

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

#### Y. ENTIRE AGREEMENT

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

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.

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

#### L. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

#### M. 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) Homeless Program Unit  
4060 County Circle Drive  
Riverside, CA 92503

DPSS: Department of Public Social Services  
(Fiscal Issues) Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

Project Sponsor: Shelter from the Storm  
Attn: Executive Director  
73555 Alessandro Dr., Suite D  
Palm Desert, CA 92260

#### N. ASSIGNMENTS

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

#### O. DISPUTES

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

#### P. 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 on neglect to a child protective agency as defined in Penal Code, Section 11166.

#### Q. ELDER AND DEPENDENT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing under this Agreement report elder and dependent adult abuse pursuant to

Welfare & Institutions Code Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

## R. CLIENTS CIVIL RIGHTS COMPLIANCE

### 1. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit G** and incorporated herein by this reference. The Contractor will sign and date **Exhibit G** and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

### 2. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

#### **Civil Rights Complaints should be referred to:**

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-3030

### 3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (a) Denying a participant any service or benefit or availability of a facility.

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

**CONTRACT:** HO-02508

**PROJECT SPONSOR:** SHELTER FROM THE STORM

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

**AGREEMENT TERM:** AUGUST 1, 2012 THROUGH JULY 31, 2013

**AGREEMENT AMOUNT:** \$200,277

**HUD PROJECT NUMBER:** CA0680B9D081104

**RECITALS**

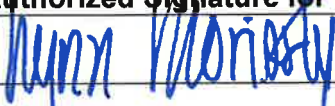
This Agreement is made and entered into by and between the County of Riverside, hereinafter referred to as "County," and Shelter from the Storm, hereinafter referred to as the "Project Sponsor."

**WITNESSETH**

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

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

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

<b>Authorized Signature for the Board:</b>	<b>Authorized Signature for Project Sponsor:</b>
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John Tavaglione	Lynn Moriarty
Title: Chairman, Board of Supervisors	Title: Executive Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: 73555 Alessandro Drive, Suite D Palm Desert, CA 92260
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL

BY:  7-3-12  
ELENA M. BOEVA DATE

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## LIST OF EXHIBITS

- EXHIBIT A – Project Summary
- 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
- EXHIBIT G – Assurance of Compliance

## 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. The term “Application” refers to the approved application and its submissions prepared by the Project Sponsor, which is the basis on which HUD approved the grant.
- C. The term “Draw Down” refers to the wire transfer system called Line of Credit Control System - Voice Response System (LOCCS – VRS).
- D. The term “HMIS” refers to the Riverside County Homeless Management Information System.
- E. The term “Participants” refers to individuals who utilize Supportive Housing Services, including referral services or individuals who are residents or former residents of the transitional housing project.
- F. The term “Project” refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- G. The terms “Project Sponsor” or “Contractor” refer to Shelter from the Storm, the entity under agreement with DPSS to operate the project on a daily basis.
- H. The term “Subcontract” refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- I. The term “Subcontractor” means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- J. The term “Supportive Housing Program” refers to the HUD grant program to promote transitional housing, permanent housing and supportive services to homeless individuals.
- K. The term “Technical Submission” refers to the approved documents prepared by the Project Sponsor and submitted to HUD after the HUD grant award.

## II. DPSS RESPONSIBILITIES

- A. DPSS shall assure that the services provided by the Project Sponsor comply with all applicable federal, state, county, and local government laws, rules, regulations, policies and procedures.
- B. DPSS shall assign staff to serve as liaison and program coordinator between DPSS and the Project Sponsor. This staff will provide the Project Sponsor programmatic consultation and advise the Project Sponsor of all-pertinent existing guidelines and

regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to the Project Sponsor as needed.

- C. DPSS will assign staff to monitor the performance of the Project Sponsor in performing the terms, conditions, and specifications of this Agreement. DPSS, at its sole discretion, may monitor the performance of the Project Sponsor through any combination of the following methods which may include, but are not limited to: 1) periodic reviews, including on-site visits; (2) evaluations of the quantity or level and quality of services provided by the Project Sponsor; (3) annual inspection of all available fiscal statements and other records maintained by the Project Sponsor; and (4) annual statements that the Project Sponsor is required to complete under this Agreement.

**III. PROJECT SPONSOR RESPONSIBILITIES**

- A. The Project Sponsor shall be responsible for the overall administration of the Project, including overseeing all subcontractors, client services, and case management, medical care, social services support, and legal support. The Project Sponsor will also provide client linkages to other sources of support. The Project Sponsor will keep records and reports established to carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on participants for program monitoring and evaluation.
- B. The Project Sponsor shall provide services as set forth in the Project Application, attached hereto as **Exhibit A**, and incorporated herein by these references.
- C. 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:

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

- D. The Project Sponsor will be responsible for assuring that persons served under the terms of this Agreement meet the criteria specified in federal law for participants served under the Supportive Housing Program.
- E. The Project Sponsor shall comply with the policies and procedures in the DPSS Administrative Handbook for HUD Funded Programs, attached hereto as **Exhibit D** and incorporated herein by this reference, and all laws applicable to the provision of services under this program. If required, this Agreement will be amended to reflect any additional requirements detailed in the Handbook.
- F. The Project Sponsor agrees to participate in the Homeless Management Information System (HMIS).



1. 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.
2. 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.
3. 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>).
4. Programs that exclusively serve Domestic Violence victims are not required to enter client identifying information in the HMIS system; however, the Project Sponsor must collect required data in a comparable in-house database.

**IV. FISCAL PROVISIONS**

**A. OBLIGATION**

The Project Sponsor shall be reimbursed by HUD, utilizing a draw down process, for an amount not to exceed \$195,509. The County shall be reimbursed by HUD for an amount not to exceed \$4,768. Said funds shall be spent according to the budget shown below.

Budget Category	Total
OPERATING COSTS	\$108,650
SUPPORTIVE SERVICES	\$82,090
ADMINISTRATIVE COSTS (PROJECT SPONSOR)	\$4,769
ADMINISTRATIVE COSTS (COUNTY)	\$4,768
<b>Total</b>	<b>\$200,277</b>

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

**B. METHOD, TIME, AND CONDITION OF PAYMENTS**

0.1. \_\_\_\_\_ The Project Sponsor shall submit to DPSS a monthly claim in accordance with the Administrative Handbook, Exhibit D.

0.2. \_\_\_\_\_ The Project Sponsor shall ensure that funds provided under this Agreement are not used to pay developer's fees, to establish working capital, or operate deficit funds.

**a. Cash Match Documentation**

The Project Sponsor shall provide cash match documentation as set forth in this Agreement and the Project Summary, attached hereto as **Exhibit A** and incorporated herein by this reference. Cash match documentation may be submitted with monthly billing claims; however, documentation must be submitted to DPSS at least quarterly. DPSS will verify utilization of the cash match through a monthly desk review and on-site monitoring visits. Matching funds provided by the Project Sponsor must be money provided to the project by one or more of the following: the Project Sponsor, the federal government, state and local

governments, and/or private resources. Non-cash resources such as in-kind contributions of goods or services cannot be used to fulfill matching funds requirements. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements.

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

### C. BUDGET MODIFICATIONS

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

- a. Changes within a Budget Category

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

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, that adequately documents the need for a change and specifically identifies the items to be reduced/increased;
- iii. The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- iv. Modification requests (i.e., other than rollovers) must be submitted to DPSS no later than **thirty (30) days after** the end of the grant period.

- b. Changes between Budget Categories (up to 10 percent)

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

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, that adequately documents the need for a change and specifically identifies the categories and line items to be reduced/increased;
- iii. The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- iv. Modification requests (i.e., other than rollovers) must be submitted to DPSS no later than **forty-five (45) days prior** to end of the grant period.

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

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

## a. Conditions for Approval

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

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

## b. Requests for Approval

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

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

## c. Budget Rollover of unused funds (multi-year grants only)

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

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, no later than **forty-five (45) days prior** to the end of the grant period and adequately documents the need for a change;
- iii. The Project Sponsor specifically identifies the categories, line items, and rolls the funds over to the same approved categories and line items for the following operating year;
- iv. The Project Sponsor meets the approved match for the unused funds even if the match is different from the approved match from the prior operating year.

## D. DISBURSEMENT OF FUNDS

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

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

## E. UNEXPENDED FUNDS AND CLOSE-OUTS

1. The Project Sponsor shall complete all necessary closeout procedures, including the APR, required by DPSS within a period of not more than **forty-five (45) calendar days** from the expiration date of this Agreement. This time period will be referred to as the financial closeout period. After the expiration of the financial closeout period,

those funds not paid to the Project Sponsor under this Agreement shall be recaptured by HUD. DPSS is not liable for any expenses or costs associated with this Agreement after the expiration of the financial closeout period.

2. The Project Sponsor, if required to have an A-133 audit, shall provide a final financial audit for activities performed under this Agreement within thirty (30) days from finalization of audit.

#### F. INSPECTION AND AUDITS

1. The Project Sponsor shall manage monies received through DPSS in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in OMB Circulars A-110, A-122 and A-133.
2. The Project Sponsor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Project Sponsor shall maintain these records for seven (7) years after final payment has been made or until all pending DPSS, state, and federal audits, if any, are completed, whichever is later.
3. Authorized representatives of DPSS and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right, upon request, to inspect or otherwise evaluate the work performed under this Agreement and the premises in which it is being performed.
4. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for seven (7) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later.
5. Should the Project Sponsor disagree with any audit conducted by DPSS, the Project Sponsor shall have the right to employ a licensed, Certified Public Account (CPA) to prepare and file with DPSS a certified financial and compliance audit (in compliance with generally accepted government auditing standards) of related services provided during the term of this Agreement. The Project Sponsor will not be reimbursed by DPSS for such an audit.
6. In the event the Project Sponsor does not make available its books and financial records at the location where they are normally maintained, the Project Sponsor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.
7. All contract deliverables and equipment furnished or utilized in the performance of this Agreement shall be subject to inspection by DPSS at all times during the term of this Agreement. The Project Sponsor shall provide adequate cooperation to any employee assigned by DPSS in order to permit their determination of the Project Sponsor's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

#### G. WITHHELD PAYMENTS

1. Unearned payments under this Agreement may be suspended or terminated if grant funds to DPSS are suspended terminated, or if the Project Sponsor refuses to accept, additional conditions imposed on it by HUD or DPSS.
2. DPSS has the authority to withhold funds under this Agreement pending a final determination by DPSS of questioned expenditures or indebtedness to DPSS arising from past or present agreements between DPSS and the Project Sponsor. Upon final determination by DPSS of disallowed expenditures or indebtedness, DPSS may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.
3. Payments to the Project Sponsor may be withheld by DPSS if the Project Sponsor fails to comply with the provisions of this Agreement.

#### H. FISCAL ACCOUNTABILITY

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

#### I. AVAILABILITY OF FUNDING

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

### V. GENERAL PROVISIONS

#### A. TERM OF AGREEMENT

The Agreement shall be effective from August 1, 2012 through July 31, 2013.

#### B. SUPPORTIVE HOUSING PROGRAM COMPLIANCE

By executing this Agreement, the Project Sponsor hereby certifies that it will adhere to and comply with the following as they may be applicable to a recipient of funds granted pursuant to the Supportive Housing Program, including; HUD Application, Technical Submission; Supportive Housing Program Rule (24 CFR 583); Administrative Requirement for Grants and Cooperative Agreements (24 CFR Part 85); this Agreement, and the applicable Notice of Funding Availability (NOFA).

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

### E. HOLD HARMLESS/INDEMNIFICATION

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

but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged liability.

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

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

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

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

#### F. 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.

#### G. INDEPENDENT CONTRACTOR

The Project Sponsor is, and will at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between DPSS and the Project Sponsor or any of the Project Sponsor's agents, employees, or volunteers. The Project Sponsor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The Project Sponsor, its agents, employees, and volunteers shall

not be afforded any of the rights and/or privileges afforded to employees of DPSS or the County of Riverside and shall not be considered in any manner to be employees of the County.

#### H. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:
  - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  - b. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  - d. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
4. Nothing contained in this contract shall create any contractual relationship between any subcontractor 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

#### I. REPORTS AND RECORD KEEPING

1. The Project Sponsor agrees to submit an Annual Progress Report (APR), **Appendix 6 of Exhibit D**, to DPSS within forty five (45) days after the end of each operating year. Failure to submit an APR may lead to a delay in receiving future grant funds. Upon review for completeness and accuracy, DPSS will submit the APR to HUD as required. The Project Sponsor will mail these records to the following address:

Department of Public Social Services  
Homeless Programs Unit  
4060 County Circle Drive  
Riverside, CA 92503

2. The Project Sponsor agrees to submit a Semi-Annual Statistical Report upon a 30-day written notice by DPSS.

3. If funded for Transitional Housing or Permanent Housing, the Project Sponsor agrees to the following:
  - a. The Project Sponsor will notify DPSS immediately upon knowledge of a participant entering and/or 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.
  - b. 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.
  - c. Upon receipt of the Tenant Change Notice Form, DPSS will, within two (2) business days, 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).
  - d. If a vacancy occurs in which the Project Sponsor cannot notify DPSS in the timeframe set forth above in 3.a, or if the HQS Inspection cannot be performed in the timeframe set forth above in 3.c, the Project Sponsor has the authority to fill the vacancy with a client from their waiting list. Upon such an occurrence, DPSS will schedule the HQS inspection after the fact.
  - e. 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 10<sup>th</sup> (tenth) business day following the reporting month, regardless of the means by which the report is sent to DPSS. The fax number of the Homeless Programs Unit is provided above (reference 3).
5. The Sponsor agrees to collect and maintain records of participants for required federal, state, and county reports.

#### J. SANCTIONS

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

below, and may take any other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

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

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

#### L. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

#### M. 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) Homeless Program Unit  
4060 County Circle Drive  
Riverside, CA 92503

DPSS: Department of Public Social Services  
(Fiscal Issues) Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

Project Sponsor: Shelter from the Storm  
Attn: Executive Director  
73555 Alessandro Dr., Suite D  
Palm Desert, CA 92260

#### N. ASSIGNMENTS

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

#### O. DISPUTES

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

#### P. 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 on neglect to a child protective agency as defined in Penal Code, Section 11166.

#### Q. ELDER AND DEPENDENT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing under this Agreement report elder and dependent adult abuse pursuant to

Welfare & Institutions Code Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

## R. CLIENTS CIVIL RIGHTS COMPLIANCE

### 1. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit G** and incorporated herein by this reference. The Contractor will sign and date **Exhibit G** and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

### 2. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

#### **Civil Rights Complaints should be referred to:**

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-3030

### 3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (a) Denying a participant any service or benefit or availability of a facility.

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

#### 4. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

#### S. EMPLOYMENT PRACTICES

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

For the purpose of this section, Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

#### T. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

**U. CLEAN AIR/WATER ACTS**

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

**V. LEAD-BASED PAINT**

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

**W. AUTHORITY**

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

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

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


**Y. ENTIRE AGREEMENT**

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



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

CONTRACT: HO-02509  
 PROJECT SPONSOR: CITY OF RIVERSIDE  
 ACTIVITIES: HOMELESS STREET OUTREACH PROGRAM  
 AGREEMENT TERM: SEPTEMBER 1, 2012 THROUGH AUGUST 31, 2013  
 AGREEMENT AMOUNT: \$216,871  
 HUD PROJECT NUMBER: CA0673B9D081104

**APPROVED AS TO FORM**  
  
 \_\_\_\_\_  
 DEPUTY CITY ATTORNEY

**RECITALS**


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

**WITNESSETH**

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

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

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

<b>Authorized Signature for the Board:</b>	<b>Authorized Signature for Project Sponsor:</b>
	
Printed Name of Person Signing:	Printed Name of Person Signing:
John Tavaglione	Emilio Ramirez
Title: Chairman, Board of Supervisors	Title: Development Director
Address: 4080 Lemon Street Riverside, CA 92501	Address: 3900 Main Street Riverside, CA 92522
Date Signed:	Date Signed: July 18, 2012

Attest:   
 \_\_\_\_\_  
 City Clerk

FORM APPROVED COUNTY COUNSEL  
 BY:  7-3-12  
 ELENA M. BOEVA DATE

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LIST OF EXHIBITS

- EXHIBIT A – Project Summary
- 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
- EXHIBIT G – Assurance of Compliance

**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. The term "Application" refers to the approved application and its submissions prepared by the Project Sponsor, which is the basis on which HUD approved the grant.
- C. The term "Draw Down" refers to the wire transfer system called Line of Credit Control System - Voice Response System (LOCCS – VRS).
- D. The term "HMIS" refers to the Riverside County Homeless Management Information System.
- E. The term "Participants" refers to individuals who utilize Supportive Housing Services, including referral services or individuals who are residents or former residents of the transitional housing project.
- F. The term "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- G. The terms "Project Sponsor" or "Contractor" refer to the City of Riverside, the entity under agreement with DPSS to operate the project on a daily basis.
- H. The term "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- I. The term "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- J. The term "Supportive Housing Program" refers to the HUD grant program to promote transitional housing, permanent housing and supportive services to homeless individuals.
- K. The term "Technical Submission" refers to the approved documents prepared by the Project Sponsor and submitted to HUD after the HUD grant award.

**II. DPSS RESPONSIBILITIES**

- A. DPSS shall assure that the services provided by the Project Sponsor comply with all applicable federal, state, county, and local government laws, rules, regulations, policies and procedures.
- B. DPSS shall assign staff to serve as liaison and program coordinator between DPSS and the Project Sponsor. This staff will provide the Project Sponsor programmatic consultation and advise the Project Sponsor of all-pertinent existing guidelines and

regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to the Project Sponsor as needed.

- C. DPSS will assign staff to monitor the performance of the Project Sponsor in performing the terms, conditions, and specifications of this Agreement. DPSS, at its sole discretion, may monitor the performance of the Project Sponsor through any combination of the following methods which may include, but are not limited to: 1) periodic reviews, including on-site visits; (2) evaluations of the quantity or level and quality of services provided by the Project Sponsor; (3) annual inspection of all available fiscal statements and other records maintained by the Project Sponsor; and (4) annual statements that the Project Sponsor is required to complete under this Agreement.

**III. PROJECT SPONSOR RESPONSIBILITIES**

- A. The Project Sponsor shall be responsible for the overall administration of the Project, including overseeing all subcontractors, client services, and case management, medical care, social services support, and legal support. The Project Sponsor will also provide client linkages to other sources of support. The Project Sponsor will keep records and reports established to carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on participants for program monitoring and evaluation.
- B. The Project Sponsor shall provide services as set forth in the Project Application, attached hereto as **Exhibit A**, and incorporated herein by these references.
- C. 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:

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

- D. The Project Sponsor will be responsible for assuring that persons served under the terms of this Agreement meet the criteria specified in federal law for participants served under the Supportive Housing Program.
- E. The Project Sponsor shall comply with the policies and procedures in the DPSS Administrative Handbook for HUD Funded Programs, attached hereto as **Exhibit D** and incorporated herein by this reference, and all laws applicable to the provision of services under this program. If required, this Agreement will be amended to reflect any additional requirements detailed in the Handbook.
- F. The Project Sponsor agrees to participate in the Homeless Management Information System (HMIS).

1. 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.
2. 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.
3. 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>).
4. Programs that exclusively serve Domestic Violence victims are not required to enter client identifying information in the HMIS system; however, the Project Sponsor must collect required data in a comparable in-house database.

**IV. FISCAL PROVISIONS**

**A. OBLIGATION**

The Project Sponsor shall be reimbursed by HUD, utilizing a draw down process, for an amount not to exceed \$212,348. The County shall be reimbursed by HUD for an amount not to exceed \$4,523. Said funds shall be spent according to the budget shown below.

Budget Category	Total
SUPPORTIVE SERVICES	\$206,545
HMIS -- Software	\$1,280
ADMINISTRATIVE COSTS (PROJECT SPONSOR)	\$4,523
ADMINISTRATIVE COSTS (COUNTY)	\$4,523
<b>Total</b>	<b>\$216,871</b>

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

**B. METHOD, TIME, AND CONDITION OF PAYMENTS**

1. The Project Sponsor shall submit to DPSS a monthly claim in accordance with the Administrative Handbook, Exhibit 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 operate deficit funds.

**a. Cash Match Documentation**

The Project Sponsor shall provide cash match documentation as set forth in this Agreement and the Project Summary, attached hereto as **Exhibit A** and incorporated herein by this reference. Cash match documentation may be submitted with monthly billing claims; however, documentation must be submitted to DPSS at least quarterly. DPSS will verify utilization of the cash match through a monthly desk review and on-site monitoring visits. Matching funds provided by the Project Sponsor must be money provided to the project by one or more of the following: the Project Sponsor, the federal government, state and local

governments, and/or private resources. Non-cash resources such as in-kind contributions of goods or services cannot be used to fulfill matching funds requirements. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements.

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

### C. BUDGET MODIFICATIONS

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

a. Changes within a Budget Category

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

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, that adequately documents the need for a change and specifically identifies the items to be reduced/increased;
- iii. The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- iv. Modification requests (i.e., other than rollovers) must be submitted to DPSS no later than **thirty (30) days after** the end of the grant period.

b. Changes between Budget Categories (up to 10 percent)

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

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, that adequately documents the need for a change and specifically identifies the categories and line items to be reduced/increased;
- iii. The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- iv. Modification requests (i.e., other than rollovers) must be submitted to DPSS no later than **forty-five (45) days prior** to end of the grant period.

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

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

## a. Conditions for Approval

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

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

## b. Requests for Approval

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

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

## c. Budget Rollover of unused funds (multi-year grants only)

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

- i. The total amount of the Agreement does not change;
- ii. The Project Sponsor delivers a written request to DPSS, no later than **forty-five (45) days prior** to the end of the grant period and adequately documents the need for a change;
- iii. The Project Sponsor specifically identifies the categories, line items, and rolls the funds over to the same approved categories and line items for the following operating year;
- iv. The Project Sponsor meets the approved match for the unused funds even if the match is different from the approved match from the prior operating year.

## D. DISBURSEMENT OF FUNDS

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

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

## E. UNEXPENDED FUNDS AND CLOSE-OUTS

1. The Project Sponsor shall complete all necessary closeout procedures, including the APR, required by DPSS within a period of not more than **forty-five (45) calendar days** from the expiration date of this Agreement. This time period will be referred to as the financial closeout period. After the expiration of the financial closeout period,

those funds not paid to the Project Sponsor under this Agreement shall be recaptured by HUD. DPSS is not liable for any expenses or costs associated with this Agreement after the expiration of the financial closeout period.

2. The Project Sponsor, if required to have an A-133 audit, shall provide a final financial audit for activities performed under this Agreement within thirty (30) days from finalization of audit.

#### F. INSPECTION AND AUDITS

1. The Project Sponsor shall manage monies received through DPSS in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in OMB Circulars A-110, A-122 and A-133.
2. The Project Sponsor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Project Sponsor shall maintain these records for seven (7) years after final payment has been made or until all pending DPSS, state, and federal audits, if any, are completed, whichever is later.
3. Authorized representatives of DPSS and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right, upon request, to inspect or otherwise evaluate the work performed under this Agreement and the premises in which it is being performed.
4. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for seven (7) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later.
5. Should the Project Sponsor disagree with any audit conducted by DPSS, the Project Sponsor shall have the right to employ a licensed, Certified Public Account (CPA) to prepare and file with DPSS a certified financial and compliance audit (in compliance with generally accepted government auditing standards) of related services provided during the term of this Agreement. The Project Sponsor will not be reimbursed by DPSS for such an audit.
6. In the event the Project Sponsor does not make available its books and financial records at the location where they are normally maintained, the Project Sponsor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.
7. All contract deliverables and equipment furnished or utilized in the performance of this Agreement shall be subject to inspection by DPSS at all times during the term of this Agreement. The Project Sponsor shall provide adequate cooperation to any employee assigned by DPSS in order to permit their determination of the Project Sponsor's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.



**G. WITHHELD PAYMENTS**

1. Unearned payments under this Agreement may be suspended or terminated if grant funds to DPSS are suspended terminated, or if the Project Sponsor refuses to accept, additional conditions imposed on it by HUD or DPSS.
2. DPSS has the authority to withhold funds under this Agreement pending a final determination by DPSS of questioned expenditures or indebtedness to DPSS arising from past or present agreements between DPSS and the Project Sponsor. Upon final determination by DPSS of disallowed expenditures or indebtedness, DPSS may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.
3. Payments to the Project Sponsor may be withheld by DPSS if the Project Sponsor fails to comply with the provisions of this Agreement.

**H. FISCAL ACCOUNTABILITY**

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

**I. AVAILABILITY OF FUNDING**

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

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

The Agreement shall be effective from September 1, 2012 through August 31, 2013.

**B. SUPPORTIVE HOUSING PROGRAM COMPLIANCE**

By executing this Agreement, the Project Sponsor hereby certifies that it will adhere to and comply with the following as they may be applicable to a recipient of funds granted pursuant to the Supportive Housing Program, including; HUD Application, Technical Submission; Supportive Housing Program Rule (24 CFR 583); Administrative Requirement for Grants and Cooperative Agreements (24 CFR Part 85); this Agreement, and the applicable Notice of Funding Availability (NOFA).

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

### E. HOLD HARMLESS/INDEMNIFICATION

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

but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged liability.

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

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

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

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

#### F. 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.

#### G. INDEPENDENT CONTRACTOR

The Project Sponsor is, and will at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between DPSS and the Project Sponsor or any of the Project Sponsor's agents, employees, or volunteers. The Project Sponsor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The Project Sponsor, its agents, employees, and volunteers shall

not be afforded any of the rights and/or privileges afforded to employees of DPSS or the County of Riverside and shall not be considered in any manner to be employees of the County.

#### H. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:
  - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
  - b. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  - d. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
4. Nothing contained in this contract shall create any contractual relationship between any subcontractor 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

#### I. REPORTS AND RECORD KEEPING

1. The Project Sponsor agrees to submit an Annual Progress Report (APR), **Appendix 6 of Exhibit D**, to DPSS within forty five (45) days after the end of each operating year. Failure to submit an APR may lead to a delay in receiving future grant funds. Upon review for completeness and accuracy, DPSS will submit the APR to HUD as required. The Projector Sponsor will mail these records to the following address:

Department of Public Social Services  
Homeless Programs Unit  
4060 County Circle Drive  
Riverside, CA 92503

2. The Project Sponsor agrees to submit a Semi-Annual Statistical Report upon a 30-day written notice by DPSS.

3. If funded for Transitional Housing or Permanent Housing, the Project Sponsor agrees to the following:
  - a. The Project Sponsor will notify DPSS immediately upon knowledge of a participant entering and/or 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.
  - b. 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.
  - c. Upon receipt of the Tenant Change Notice Form, DPSS will, within two (2) business days, 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).
  - d. If a vacancy occurs in which the Project Sponsor cannot notify DPSS in the timeframe set forth above in 3.a, or if the HQS Inspection cannot be performed in the timeframe set forth above in 3.c, the Project Sponsor has the authority to fill the vacancy with a client from their waiting list. Upon such an occurrence, DPSS will schedule the HQS inspection after the fact.
  - e. 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 10<sup>th</sup> (tenth) business day following the reporting month, regardless of the means by which the report is sent to DPSS. The fax number of the Homeless Programs Unit is provided above (reference 3).
5. The Sponsor agrees to collect and maintain records of participants for required federal, state, and county reports.

#### J. SANCTIONS

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

below, and may take any other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

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

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

#### L. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the appropriate courts located in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

#### M. 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) Homeless Program Unit  
4060 County Circle Drive  
Riverside, CA 92503

DPSS: Department of Public Social Services  
(Fiscal Issues) Management Reporting Unit  
4060 County Circle Drive  
Riverside, CA 92503

Project Sponsor: City of Riverside  
Attn: Development Director  
3900 Main Street  
Riverside, CA 92522

**N. ASSIGNMENTS**

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

**O. DISPUTES**

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

**P. 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 on neglect to a child protective agency as defined in Penal Code, Section 11166.

**Q. ELDER AND DEPENDENT ABUSE REPORTING**

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing under this Agreement report elder and dependent adult abuse pursuant to

Welfare & Institutions Code Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

## R. CLIENTS CIVIL RIGHTS COMPLIANCE

### 1. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit G** and incorporated herein by this reference. The Contractor will sign and date **Exhibit G** and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

### 2. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel.

#### **Civil Rights Complaints should be referred to:**

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-3030

### 3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (a) Denying a participant any service or benefit or availability of a facility.
- (b) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.

- (c) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

#### 4. Cultural Competency

Contractor shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

#### S. EMPLOYMENT PRACTICES

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

For the purpose of this section, Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

#### T. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

#### U. CLEAN AIR/WATER ACTS

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

V. LEAD-BASED PAINT

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

W. AUTHORITY

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

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

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

Y. ENTIRE AGREEMENT

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

**Applicant:** Riverside City & County Proj Applicant

CA-608

**Project:** Homeless Street Outreach Program

040014

## Before Starting the Project Application

HUD strongly encourages ALL project applicants to review the following information BEFORE beginning the application.

### Things to Remember

- Download and review the detailed instructions within the document on the left menu of this application. Resources are also available online at [www.hudhre.info/esnaps](http://www.hudhre.info/esnaps), to help successfully complete the application.
- Program policy questions and problems related to completing the application in e-snaps may be directed to HUD through the HUD HRE Virtual Help Desk, which is accessible online at [www.hudhre.info/helpdesk](http://www.hudhre.info/helpdesk).
- Project applicants are required to have a Data Universal Numbering System (DUNS) number, and an active registration in the Central Contractor Registration (CCR), in order to apply for funding under the CoC competition. For more information see the FY2011 CoC NOFA.
- To ensure that applications are considered for funding, all sections of the FY2011 CoC NOFA and the FY2011 General Section should be read carefully, and all requirements and criteria met.
- All applicants, new and returning, must complete the applicant profile in e-snaps for FY2011 before submitting the Exhibit 2 application.
- Renewal applications - carefully review and update application, if it includes data from the FY2010 application. Questions may have been changed, removed, or added, and the imported information may or may not be relevant.
- For S+C projects requesting renewal funding, the number of units requested for each unit size in the project must be consistent with the number of units indicated on the CoC's FY2011 S+C Grant Inventory Worksheet, as approved by HUD.
- For SHP projects requesting renewal funding, the total budget request must be consistent with the annual renewal amount (ARA) listed on the CoC's FY2011 SHP Grant Inventory Worksheet. If the ARA is reduced or eliminated through the CoC's HHN reallocation process, the budget request must be reflected accordingly.
- HUD reserves the right to reduce or reject any new or renewal project that fails to adhere to the program and application requirements.

## 1A. Application Type

### Instructions:

1. Type of Submission - This field is populated the Application option, and cannot be changed.
2. Type of Application: (required) - Select 'New Project' or 'Renewal Project' to indicate whether the project is eligible for new or renewal funds during the current competition. Renewal project applications 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. All other applications are defined as new projects.
3. Date Received - No action needed. This field is automatically populated with the date on which the application is submitted. The date populated cannot be edited.
4. Applicant Identifier - Leave this field blank.
- 5a. Federal Entity Identifier - Leave this field blank.
- 5b. Federal Award Identifier: (required) - This field may populate with the grant number for the 2010 project that is imported. This field will be blank for any first time renewal application. The correct expiring grant number must be entered. Leave the field blank for all new funding applications.
6. Date Received by State - Leave this field blank.
7. State Application Identifier - Leave this field blank.

Additional Resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>

### 1. Type of Submission:

2. Type of Application: Renewal Project

If Revision, select appropriate letter(s):

If "Other", specify:

3. Date Received: 10/19/2011

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier CA0673B9D081003

(e.g., expiring grant number)

6. Date Received by State:

7. State Application Identifier:

## 1B. Legal Applicant

### Instructions:

8. Applicant Information - The applicant information populated on this form comes from the Applicant Profile, and must reflect the information for the applicant organization that can legal request homeless assistance funding from HUD.

a. Legal Name - The legal name of the applicant organization is populated on this form from the Applicant Profile. It is important that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained online at - <http://esnaps.hudhre.info>.

b. Employer/Taxpayer Number (EIN/TIN) - The EIN/TIN for the applicant organization is populated on this form from the Applicant Profile.

c. Organizational DUNS - The DUNS number for the applicant organization is populated on this form from the Applicant Profile. Information on obtaining a DUNS number may be obtained online at - <http://www.dnb.com>.

d. Address - The physical address of the applicant organization is populated on this form from the Applicant Profile.

e. Organizational Unit - If applicable, the department and division of the applicant organization is populated on this form from the Applicant Profile.

f. Name and contact information of person to be contacted on matters involving this applicant - The alternate point of contact for the applicant organization is populated on this form from the Applicant Profile. This person may or may not be the authorized representative.

Additional Resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>

### 8. Applicant

**a. Legal Name:** County of Riverside

**b. Employer/Taxpayer Identification Number (EIN/TIN):** 95-6000930

	<b>c. Organizational DUNS:</b>	152240540	PL US 4	
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### d. Address

**Street 1:** 4060 County Circle Drive

**Street 2:**

**City:** Riverside

**County:** Riverside

**State:** California

**Country:** United States  
**Zip / Postal Code:** 92503

**e. Organizational Unit (optional)**

**Department Name:** Public Social Services  
**Division Name:** Homeless Programs Unit

**f. Name and contact information of person to  
be  
contacted on matters involving this  
application**

**Prefix:** Ms.  
**First Name:** Susan  
**Middle Name:**  
**Last Name:** Larkin  
**Suffix:**  
**Title:** Program Specialist II  
**Organizational Affiliation:** County of Riverside  
**Telephone Number:** (951) 358-5638  
**Extension:**  
**Fax Number:** (951) 358-7755  
**Email:** SLarkin@riversidedpss.org



## 1C. Application Details

### Instructions:

9. Type of Applicant : (required) - This field is populated from the e-snaps Applicant Profile. Applicants cannot modify the populated data on this form. However, applicants may modify the Applicant Profile to correct any errors identified.

10. Name Of Federal Agency - field populated with the Department of Housing and Urban Development. The field cannot be edited.

11. Catalog Of Federal Domestic Assistance Number/Title: (required) - select the applicable program type - SHP, S+C, or SRO. The selection will automatically populate the CFDA number field on this form, and will drive the list of components available on form 3A. Project Detail of this application.

12. Funding Opportunity Number/Title - This field will automatically populate with the funding opportunity number and title of the opportunity under which assistance is requested, as found in this year's Federal Register announcement.

13. Competition Identification Number/Title - Leave this field blank.

Additional Resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>

**9. Type of Applicant:** B. County Government

**If "Other" please specify:**

**10. Name of Federal Agency:** Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance** SHP  
**Title:**

**CFDA Number:** 14.235

**12. Funding Opportunity Number:** FR-5500-N-34

**Title:** Continuum of Care Homeless Assistance  
Competition

**13. Competition Identification Number:**

**Title:**

## 1D. Congressional District(s)

### Instructions:

14. Areas Affected By Project: (required) - select the state(s) in which the proposed project will operate and serve homeless persons. The state(s) selected will determine the list of geographic areas and congressional districts displayed elsewhere in this application.

15. Descriptive Title of Applicant's Project: field populates the 2011 project name from the Project form. Return to the Project form, to make changes to the name.

16. Congressional District(s):

a. Applicant: This field is populated from the e-snaps Applicant Profile. Applicants cannot modify the populated data on this form. However, applicants may modify the Applicant Profile to correct any errors identified.

b. Project: (required) - Select the congressional district(s) in which the project operates. For new project, select the district(s) in which the project is expected to operate.

17. Proposed Project Start and End Dates: (required) - indicate the operating start and end date for the project. For new project application, indicate the estimated operating start and end date of the project.

18. Estimated Funding: Leave these fields blank.

Additional Resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>

**14. Area(s) affected by the project (state(s) only):** California  
**(for multiple selections hold CTRL+Key)**

**15. Descriptive Title of Applicant's Project:** Homeless Street Outreach Program

**16. Congressional District(s):**

**a. Applicant:** CA-041, CA-044, CA-045, CA-049

**b. Project:** CA-044

**(for multiple selections hold CTRL+Key)**

**17. Proposed Project**

**a. Start Date:** 09/01/2012

**b. End Date:** 08/31/2013

**18. Estimated Funding (\$)**

- a. Federal:**
- b. Applicant:**
- c. State:**
- d. Local:**
- e. Other:**
- f. Program Income:**
- g. TOTAL:**

## 1E. Compliance

### Instructions:

19. Is Application Subject to Review By State Executive Order 12372 Process? (required) - Select the appropriate box that applies to the Applicant applying for homeless assistance funding. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.

If "YES" is selected enter the date this application was made available to the State for review.

20. Is the Applicant Delinquent on any Federal Debt? (required) - Select the appropriate box that applies to the Applicant applying for homeless assistance funding. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes.

If "YES" is selected include an explanation in the space provided on this screen.

Additional Resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>

**19. Is the Application Subject to Review By State Executive Order 12372 Process?** b. Program is subject to E.O. 12372 but has not been selected by the State for review.

**If "YES", enter the date this application was made available to the State for review:**

**20. Is the Applicant delinquent on any Federal debt?** No

**If "YES," provide an explanation:**

## 1F. Declaration

### Instructions:

I Agree: (required) - Select the check next to 'I Agree' to (1) certify to the statements contained in the list of certifications\*\*, (2) certify that the statements herein are true, complete, and accurate to the best of my knowledge, (3) certify that the required assurances\*\* are provided, and (4) agree to comply with any resulting terms if I accept an award. Any false, fictitious, or fraudulent statements or claims may subject the authorized representative and the applicant organization to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\*The list of certifications and assurances are contained in the CoC NOFA and in the e-snaps Applicant Profile.

21. Authorized Representative: The information for the authorized representative is populated from the Applicant Profile. A copy of the governing body's authorization for this person to sign this application as the official representative must be on file in the applicant's office.

Additional Resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>

**By signing and submitting this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

I AGREE:

### 21. Authorized Representative

**Prefix:** Ms.

**First Name:** Susan

**Middle Name:**

**Last Name:** Loew

**Suffix:**

**Title:** Director

**Telephone Number:** (951) 358-3000  
**(Format: 123-456-7890)**

**Fax Number:** (951) 358-7755  
**(Format: 123-456-7890)**

**Applicant:** Riverside City & County Proj Applicant  
**Project:** Homeless Street Outreach Program

CA-608  
040014

**Email:** sloew@riversidedpss.org

**Signature of Authorized Representative:** Considered signed upon submission in e-snaps.

**Date Signed:** 10/19/2011

## 2A. Project Sponsor(s)

This form lists the sponsor organization(s) for the project. To add a sponsor, select the  icon. To view or update sponsor information already listed, select the view  option.

Organization	Type
City of Riverside	C. City or Township Government

## 2A. Project Sponsor Detail

### Instructions

1. Sponsor contact information for the each project sponsor.

a. Organization Name: (required) - Enter the legal name of the organization that will serve as the project sponsor.

b. Organization Type: (required) -Enter the type of business organization of the project sponsor. Nonprofit applicant types (both public and private) are required to submit to HUD one of the following sources documenting the nonprofit status: (1) IRS letter or ruling showing 501(c)(3) status; (2) Documentation showing certified United Way agency status; (3) Certification from licensed CPA (see NOFA for conditions); or (4) Letter from authorized state official showing applicant as organized and in good standing as a public nonprofit organization.

If Other, please specify: Enter the other type of business organization of the project sponsor.

c. Tax ID or EIN: (required) - Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.

d. DUNS Number: (required) - Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained at <http://www.dnb.com>.

e. Address: Enter the street address, city, state, and zip code (Required); county, province, and country (Optional). Enter the mailing address, if different from the address entered.

f. Congressional District(s): (required) - select the congressional district(s) in which the sponsor is located.

g. Faith Based Organization: (required) - select Yes or No if the sponsor is a faith based organization.

h. Prior Federal Grant Recipient: (required) - select Yes or No to indicate if the sponsor organization has ever received a federal grant.

i. Contact person: Enter the prefix, first name, last name, and title (required); middle name and suffix (optional). Enter the person's organizational affiliation, if affiliated with an organization other than the sponsor organization. Telephone number and email (required); alternate number, extension, and fax number (optional).

Additional Resources:  
Application Detailed Instructions (on left menu)

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

**a. Organization Name** City of Riverside

**b. Organization Type** C. City or Township Government

**If "Other" specify:**



**c. Employer or Tax Identification Number:** 95-6000769

	<b>d. Organizational DUNS:</b>	040502114	PL US 4	
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**e. Address**

**Street 1** Development Department, Fifth Floor

**Street 2** 3900 Main Street

**City** Riverside

**State** California

**Zip Code** 92522

**f. Congressional district(s)** CA-044

**g. Is the sponsor a Faith-Based Organization?** No

**h. Has the sponsor ever received a federal grant, either directly from a federal agency or through a State/local agency?** Yes

**i. Contact Person**

**Prefix** Ms.

**First Name** Michelle

**Middle Name**

**Last Name** Davis

**Suffix**

**Title** Manager, Housing and Neighborhoods

**E-mail Address** MDavis@riversideca.gov

**Confirm E-mail Address** MDavis@riversideca.gov

**Phone Number** 951-826-5743

**Extension**

**Fax Number** 951-826-5744

Documentation of the sponsor's nonprofit status is required with the submission of this application.

## 3A. Project Detail

### Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application. The selections made on this form will determine the remaining forms that must be completed with this application.

1. Expiring Grant Number: field populates with the expiring grant number entered as the "Federal Award Identifier" on form 1A. Application Type of this application.
2. CoC Number and Name: (required) - select the appropriate Continuum of Care (CoC) number and name. The selected CoC will receive the application and determine whether or not to include it with the CoC application submission to HUD.
3. Project Name: field populates the 2011 project name from the Project form. Return to the Project form, to make changes to the name.
4. Project Type: field populates the project type (new or renewal), as selected on form 1A. Application Type of this application.
5. Program Type: field populates the program type -- Supportive Housing Program (SHP), Shelter Plus Care (S+C), or Section 8 Moderate Rehabilitation for Single Room Occupancy (SRO), as selected on form 1C. Application Details of this application.
6. Component Type: (required) - select the one component that appropriately identifies the project. The list of available components will depend on the program type selected.
7. Energy star: (required) - select Yes or No to indicate whether or not energy star is being (or will be) used at one or more of the properties that will receive assistance using the requested funds.
8. Title V: (required) - select Yes or No to indicate whether or not one or more of the project properties has been conveyed under Title V.
9. Services in connection with another TH or PH project: select Yes or No to indicate whether or not the project is providing (or will provide) supportive services to participants in another permanent housing or transitional housing project.
10. Innovative SHP: (required) - select Yes or No to indicate whether or not the proposed project is to be considered under the Innovative Supportive Housing component. If yes, indicate in the project description (on form 2B of this application) how the project represents a distinctively different approach when viewed within its geographic area, is a sensible model for others, and can be replicated elsewhere. An applicant should not propose a project under this component unless a compelling case is made that these criteria can be met.

Additional resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>  
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

### 1. Expiring Grant Number CA0673B9D081003

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

- 2. CoC Number and Name** CA-608 - Riverside City & County CoC
- 3. Project Name** Homeless Street Outreach Program
- 4. Project Type** Renewal Project
- 5. Program Type** SHP  
Content depends on "CFDA Number" selection
- 6. Component Type** SSO  
Content depends on "Program Type" selection
- 7. Is Energy Star used at one or more of the properties within this project?** No
- 8. Does this project include one or more Title V properties?** No
- 9. Is the project providing services to participants in another PH or TH project?** No
- 10. Is the proposed project submitted for consideration under the Innovative Supportive Housing component?** No

## 3B. Project Description

**Instructions:**

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

**ALL PROJECTS**

1. Project Description: (required) - provide a description of the project that is complete and concise. The description must address the entire scope of the project, including a clear picture of the community/target population(s) to be served, the plan for addressing the identified needs/issues of the CoC community/target population(s), projected outcome(s), and any coordination with other source(s)/partner(s). In cases where the proposed project is expanding an existing facility, service, or HMIS system, document, when applicable, how the requested funds will supplement existing services and resources, increase participants served, or increase the capacity of the CoC's HMIS (if applicable). The narrative is expected to describe the project at full operational capacity and to demonstrate how full capacity will be achieved over the term requested in this application. The description should be consistent with and make reference to other parts of this application. Applicants are encouraged to review the detail instructions available on the left menu, as well applicable program regulations and desk guides available online at <http://esnaps.hudhre.info>.

**RENEWAL SHP PROJECTS ONLY**

2. Was the original project awarded funding for acquisition, new construction, or rehabilitation? (required) - select Yes or No to indicate whether or not the project previously received SHP funds under the CoC competition for acquisition, new construction, or rehabilitation.

**NEW PROJECTS ONLY**

2. Description of rehabilitation, acquisition, and new construction activities: (required) - describe the proposed rehabilitation and new construction activities for the project site(s). The description must detail the entire scope of the development activities, including the portion of activities funded and not funded through this application. If persons currently occupy building(s) to be rehabilitated, describe the planned relocation effort for these persons. Also describe the role of the applicant, sponsor, and other project partners, and the estimated timeframe for completing development.

**NEW SHP-HMIS ONLY**

2. HMIS Need: (required) - Describe how needs assessment, resource allocation and service coordination will be improved through the new or expanded HMIS project.  
3. State/Federal Funding Overlap: (required) - Demonstrate that HUD funds for this project will not replace state or local government funds.

**NEW SHP-TH PROJECTS ONLY**

3. Maximum length of stay: (required) - indicate the maximum allowable length of occupancy for persons participating in the project.

**NEW SHP-PH ONLY**

3. More than 16 persons living in one structure: (required) - select Yes or No to indicate if more than 16 persons reside (or will reside) in any one of the structures assisted with SHP funds requested through this application. If there are more than 16 people, then an explanation is required as to how local market conditions necessitate this size, and how neighborhood integration can be achieved for the residents. For more information on the 16-person limit, see Section 424(c) of the McKinney-Vento Act.

**NEW S+C-TRA ONLY**

3. Housing selection: (required) - select Yes or No to indicate whether or not participants are required to live in particular structures or units during the first year and in a particular area within the locality in subsequent years, or to live in a particular area for the entire period of participation.

Additional resources:

<http://esnaps.hudhre.info>

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

**1. Provide a description of the project that addresses its entire scope, including the needs of the community/target population.**

The City of Riverside Homeless Street Outreach program conducts daily mobile outreach and provides client services focused on the "hardest-to-reach" and "service-resistant" chronically homeless populations living on street and other locations not meant for human habitation. The central goal of the program is to help chronically homeless and others living on the streets to connect with critical supportive services in order to exit life on the streets and achieve housing stability.

**2. Was the original project awarded funding for acquisition, new construction, or rehabilitation? No**

## 4A. Supportive Services for Participants

### Instructions:

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. Project policies and practices are consistent with the educational laws: (required) - select Yes or No to indicate whether or not the project policies provide for educational and related services to individuals and families experiencing homelessness, and if the policies are consistent with educational laws, including the McKinney-Vento Act.

2. Designated staff person to ensure that the children in the project are enrolled in school and receive educational services, as appropriate: (required) - select Yes or No to indicate whether or not the project 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. Describe the reason(s) for non-compliance with educational laws, and the corrective action to be taken prior to grant agreement execution, if 'No' has been selected for either questions 1 or 2.

### NEW PROJECTS ONLY

4. Obtain and remain in permanent housing: (required) - 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.

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

6. Specify the frequency of supportive services to be provided to project participants: (required) - select the frequency (daily, weekly, bi-weekly, monthly, bi-monthly, quarterly, does not apply) of each basic supportive service provided to participants. Basic supportive services include: 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, and transportation.

Specify Other(s): (optional) - enter up to 3 additional supportive services applicable to the proposed project, and enter the frequency of those additional services.

7. Accessibility of community amenities: (required) - 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:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>  
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

**1. Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families?** Not Applicable

**2. Does the proposed project have a designated staff person to ensure that the children are enrolled in school and receive educational services, as appropriate?** Not Applicable

**3. Describe the reason(s) for non-compliance with educational laws, and the corrective action to be taken prior to grant agreement execution.**



## 4B. Supportive Services Only

1. Is this project a street outreach project? Yes  
Click 'Save' to specify performance measures.

## 4C. Homeless Management Information System (HMIS) Participation

### Instructions:

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

1. Participation in the CoC's HMIS: (required) - select Yes or No to indicate whether or not annual data regarding project participants are reported in the CoC's HMIS.

#### IF PROJECT PARTICIPANT DATA IS REPORTED IN THE HMIS

2a. Indicate total number of clients served: (required) - enter the total number of participants served by the project in calendar year 2010 (1/1/2010 - 12/31/2010).

2b. Indicate the total number of participants reported in the HMIS: (required) - enter the total number of project participants reported in the CoC's HMIS for calendar year 2010 (1/1/2010 - 12/31/2010).

3. Indicate the percentage of HMIS client records with 'null or missing values' or 'unknown values': (required) - for those project participant records that were reported in the HMIS, indicate the percentage of values that were missing ("Null or Missing Values") and/or unknown ("Don't Know or Refused"), for each data element. If there were no unknown values, enter a "0" value in any field within the chart.

#### IF PROJECT PARTICIPANT DATA IS NOT REPORTED IN THE HMIS

4a. Indicate the reason(s) for nonparticipation - indicate one or more of the four (4) reason(s) for non-participation:

- Federal law prohibits (please cite specific law)
- State law prohibits (please cite specific law)
- New project not yet in operation
- Other

4b. For other or Federal/State prohibitions, cite applicable law - provide an explanation of the other reasons nonparticipation, and cite the applicable federal/state laws that prohibit participation.

Additional resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>

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

Click on the "Save" button below to enter additional information.

**2a. Indicate the number of clients served from 1/1/2010 - 12/31/2010** 287

**2b. Of the clients served from 1/1/2010 - 12/31/2010, indicate the number reported in the HMIS** 287

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

<b>Data Quality</b>	<b>Null or Missing Values (%)</b>	<b>Don't Know or Refused (%)</b>
<b>Name</b>	0%	0%
<b>Social Security Number</b>	0%	2%
<b>Date of Birth</b>	0%	0%
<b>Ethnicity</b>	0%	0%
<b>Race</b>	0%	3%
<b>Gender</b>	0%	0%
<b>Veteran Status</b>	0%	0%
<b>Disabling Condition</b>	0%	0%
<b>Residence Prior to Prog. Entry</b>	0%	0%
<b>Zip Code of Last Permanent Address</b>	0%	0%

## 5A. Project Participants - Households with Dependent Children

**Instructions:**

Identify the demographics of each household with children served (or proposed to be served), at a particular point in time (when the project is at full capacity). The numbers entered here must reflect only those households and persons served using the funds requested in this application.

1. Total number of households: (required) - enter the total number of households served (or proposed to be served).
2. Disabled adults: (in this row) - enter the un-duplicated total number of adult persons with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (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 un-duplicated total number of adult persons without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).
4. Disabled children: (in this row) - enter the un-duplicated total number of children with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).
5. Non-disabled children: (in this row) - enter the un-duplicated total number of children without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).
6. Total persons: (calculated row) - the total number of persons within each subpopulation is automatically calculated.
7. Total number of adults: (calculated row) - the total number of adults served (or proposed to be served) is automatically calculated.
8. Total number of children: (calculated row) - the total number of children served (or proposed to be served) is 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. For a new project, this count is based on the applicant's best guess at the time of application. 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.  
 Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>  
<http://esnaps.hudhre.info/training>

1. Total Number of Households	0						
	<b>Total Persons (unduplicated)</b>	<b>Chronically Homeless</b>	<b>Severely Mentally Ill</b>	<b>Chronic Substance Abuse</b>	<b>Veterans</b>	<b>Persons with HIV/AIDS</b>	<b>Victims of Domestic Violence</b>
2. Disabled Adults							
3. Non-Disabled Adults							
4. Disabled Children							

<b>5. Non-Disabled Children</b>							
<b>6. Total Persons</b> (click on "Save" to auto-calculate)	0	0	0	0	0	0	0
<b>7. Total Number of Adults</b> (click on "Save" to auto-calculate)	0						
<b>8. Total Number of Children</b> (click on "Save" to auto-calculate)	0						

## 5B. Project Participants - Households without Dependent Children

**Instructions:**

Identify the demographics of each household without children served (or proposed to be served), at a particular point in time (when the project is at full capacity). The numbers entered here must reflect only those households and persons served using the funds requested in this application.

1. Total number of households: (required) - enter the total number of households without children served (or proposed to be served).

2. Disabled adults: (in this row) - enter the un-duplicated total number of adult persons with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (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 un-duplicated total number of adult persons without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

4. Disabled unaccompanied youth: (in this row) - enter the un-duplicated total number of unaccompanied youth with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

5. Non-disabled unaccompanied youth: (in this row) - enter the un-duplicated total number of unaccompanied youth without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

6. Total persons: (calculated row) - the total number of persons within each subpopulation is automatically calculated.

7. Total number of adults: (calculated row) - the total number of adults served (or proposed to be served) is automatically calculated.

8. Total number of unaccompanied youth: (calculated row) - the total number of unaccompanied youth served (or proposed to be served) is 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. For a new project, this count is based on the applicant's best guess at the time of application. 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.

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

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

<b>1. Total Number of Households</b>	45						
	<b>Total Persons (unduplicated)</b>	<b>Chronically Homeless</b>	<b>Severely Mentally Ill</b>	<b>Chronic Substance Abuse</b>	<b>Veterans</b>	<b>Persons with HIV/AIDS</b>	<b>Victims of Domestic Violence</b>
<b>2. Disabled Adults</b>	13	3	4	4	1	1	0
<b>3. Non-Disabled Adults</b>	32						

<b>4. Disabled Unaccompanied Youth (under 18)</b>							
<b>5. Non-Disabled Unaccompanied Youth (under 18)</b>							
<b>6. Total Persons (click on "Save" to auto-calculate)</b>	45	3	4	4	1	1	0
<b>7. Total Number of Adults (click on "Save" to auto-calculate)</b>	45						
<b>8. Total Number of Unaccompanied Youth (click on "Save" to auto-calculate)</b>	0						

## 5C. Outreach for Participants

**Instructions:**

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

1. Where homeless participants are coming from: (required) - enter the percentage (%) related to the places from which project participants are coming, including: street, 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%: (optional) - 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. Also 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:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

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

**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 (90 consecutive days or less) in a jail, hospital, or other institution.**

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

**2. If the total is less than 100 percent, identify the other location(s), and how the persons will meet the HUD homeless definition.**



## 6A. 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 for the housing measure.**

Housing Measure	Universe (#)	Target (#)	Target % (calculated)
a. Persons placed into housing (ES, TH, SH, or PH) as a result of the street outreach program during the operating year.	125	40	32%

**2. Among persons who entered with an unmet need associated with a condition listed below, indicate how many received the services for that condition by the time they exited.**

Measure	Universe (#)	T a r g e t ( # )	Target (%) (calculated)
Physical Disability.	25	1 0	40%
Developmental Disability.	10	2	20%
Chronic Health.	40	3 0	75%
HIV/AIDS.	10	3	30%

**Applicant:** Riverside City & County Proj Applicant  
**Project:** Homeless Street Outreach Program

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040014

<b>Mental Health.</b>	110	3 0	27%
<b>Substance Abuse.</b>	105	2 0	19%

## **6B. Additional Performance Measures**

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

## Funding Request

### Instructions:

The fields that must be completed on this form will vary based on the project type, program type, and component type.

1a. Operating by September 30, 2013? (required) - select Yes or No to indicate whether or not the grant agreement will be executed and the project will begin operating by September 30, 2013. Unobligated funds will not be available after September 30, 2013.

#### NEW PROJECTS ONLY:

1b. Are special housing funds being requested for this project? (required) - select Yes or No to indicate whether or not the project is requesting funds under the Permanent Housing Bonus funding category. If yes, then the project will be referred to as a new PH Bonus project. Only permanent housing projects are eligible for PH Bonus funds.

2. Is this project using HHN reallocated funds? (required) - select Yes or No to indicate whether the new project is using HHN reallocated funds.

#### RENEWAL PROJECTS ONLY:

1b. Is this project a HUD approved consolidation? (required) - select Yes or No to indicate whether or not the project has recently consolidated two or more grants, as approved through HUD's grant amendment process.

1c. Was the original project awarded funding (in part or whole) under a special housing initiative? (required) - indicate whether or not the project previously received funds under one of the following housing initiatives: Samaritan Housing, Chronic Homeless, Permanent Housing Bonus, or Rapid Rehousing Demonstration. If yes, then the project must continue to meet the requirements of the initiative for the life of the project, in order to continue to receive renewal funding under the CoC competition.

2. Has this project been reduced through the HHN reallocation process? (required) - select Yes or No to indicate whether the renewal project is reduced through the HHN reallocation process.

#### NEW AND RENEWAL PROJECTS:

3. Grant term: (required) - indicate the number of years for which new or renewal funding is being requested. The number of years that can be selected will vary depending on the project type and program type.

4. Select the activities for which funding is being requested: (required for SHP projects only) - 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, operating, and HMIS. Renewal projects may indicate only those activities listed on the 2011 SHP GIW.

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

**1a. Is it feasible for the project to begin operating/under grant agreement by September 30, 2013?** Yes

**1b. Is this project a HUD approved consolidation?** No

**2. Has this project been reduced through the HHN reallocation process?** No

**3. Grant Term:** 1 Year

**4. Select the activities for which funding is being requested:**

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

## Supportive Services Budget

**Instructions:**

For each year of the grant term, enter the quantity and total budget request for each supportive services cost. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

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

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

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

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

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

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

Other Resources: (no input required) - if there are in-kind or additional cash resources above the requested cash match requirement, enter or update the total amount (\$) available per grant year.

Additional resources:  
Application Detailed Instructions (on left menu)  
<http://esnaps.hudhre.info>  
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Supportive Services Costs	Quantity (limit 400 characters)	SHP Request Year 1	Total
1. Outreach	4 FTE Outreach Specialist	\$179,405	\$179,405
2. Case Management	.10 FTE CM Supervisor	\$12,000	\$12,000
3. Life Skills (outside of case management)		\$0	\$0
4. Alcohol and Drug Abuse Services		\$1,100	\$1,100
5. Mental Health and Counseling Services		\$0	\$0
6. HIV/AIDS Services		\$0	\$0
7. Health Related and Home Health Services		\$1,671	\$1,671
8. Education and Instruction		\$329	\$329
9. Employment Services		\$0	\$0
10. Child Care		\$0	\$0
11. Transportation	Van op & amin , clt trans	\$9,002	\$9,002
13. Other (must specify )			

Client Stabilization Assistance	monthly	\$663	\$663
office expense & telephone & internet	monthly	\$2,000	\$2,000
client supplies, equipment, food	monthly	\$375	\$375
<b>14. Total SHP dollars requested</b>		<b>\$206,545</b>	<b>\$206,545</b>
<b>15. Cash Match</b>		<b>\$51,637</b>	<b>\$51,637</b>
<b>16. Total SHP Supportive Services Budget</b>		<b>\$258,182</b>	<b>\$258,182</b>
<b>17. Other resources (cash and in-kind)</b>		<b>\$0</b>	<b>\$0</b>

## HMIS - Equipment Budget

**Instructions:**

HMIS costs: (populated) - the system populates a list of eligible activities associated with the implementation of an HMIS and for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible cost activities, which are not listed.

SHP Request: (required) - for each grant year, enter or update the amount (\$) requested for each cost activity that is DIRECTLY related to implementing the HMIS, and eligible for SHP funding.

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

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

**For each year of the grant term, enter the total dollar amount of SHP funds requested for each HMIS activity. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.**

	SHP Request Year 1	Total
<b>Equipment</b>		
<b>1. Central Server(s)</b>	\$0	\$0
<b>2. Personal Computers and Printers</b>	\$0	\$0
<b>3. Networking</b>	\$0	\$0
<b>4. Security</b>	\$0	\$0
<b>Subtotal Equipment Request</b>	\$0	\$0

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



## HMIS - Software Budget

**Instructions:**

HMIS costs: (populated) - the system populates a list of eligible activities associated with the implementation of an HMIS and for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible cost activities, which are not listed.

SHP Request: (required) - for each grant year, enter or update the amount (\$) requested for each cost activity that is DIRECTLY related to implementing the HMIS, and eligible for SHP funding.

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

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

**For each year of the grant term, enter the total dollar amount of SHP funds requested for each HMIS activity. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.**

	Year 1 SHP Request	Total
<b>Software</b>		
<b>5. Software/User Licensing</b>	\$1,000	\$1,000
<b>6. Software Installation</b>	\$0	\$0
<b>7. Support and Maintenance</b>	\$0	\$0
<b>8. Supporting Software Tools</b>	\$0	\$0
<b>Subtotal Software Request</b>	\$1,000	\$1,000

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

## HMIS - Services Budget

**Instructions:**

HMIS costs: (populated) - the system populates a list of eligible activities associated with the implementation of an HMIS and for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible cost activities, which are not listed.

SHP Request: (required) - for each grant year, enter or update the amount (\$) requested for each cost activity that is DIRECTLY related to implementing the HMIS, and eligible for SHP funding.

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

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

**For each year of the grant term, enter the total dollar amount of SHP funds requested for each HMIS activity. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.**

	Year 1 SHP Request	Total
<b>Services</b>		
9. Training by Third Parties	\$0	\$0
10. Hosting/Technical Services	\$0	\$0
11. Programming: Customization	\$0	\$0
12. Programming: System Interface	\$0	\$0
13. Programming: Data Conversion	\$0	\$0
14. Security Assessment and Setup	\$0	\$0
15. On-line Connectivity (Internet Access)	\$280	\$280
16. Facilitation	\$0	\$0
17. Disaster and Recovery	\$0	\$0
Other (must specify *)		
	\$0	\$0
<b>Subtotal HMIS Services Request</b>	<b>\$280</b>	<b>\$280</b>

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

## HMIS - Personnel Budget

**Instructions:**

HMIS costs: (populated) - the system populates a list of eligible activities associated with the implementation of an HMIS and for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible cost activities, which are not listed.

SHP Request: (required) - for each grant year, enter or update the amount (\$) requested for each cost activity that is DIRECTLY related to implementing the HMIS, and eligible for SHP funding. For renewal projects, the SHP Request should match budget amounts identified on the Grant Inventory Worksheet.

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

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

**For each year of the grant term, enter the total dollar amount of SHP funds requested for each HMIS activity. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.**

	Year 1 SHP Request	Total
<b>Personnel</b>		
18. Project Management/Coordination	\$0	\$0
19. Data Analysis	\$0	\$0
20. Programming	\$0	\$0
21. Technical Assistance and Training	\$0	\$0
22. Administrative Support Staff	\$0	\$0
<b>Subtotal Personnel Request</b>	<b>\$0</b>	<b>\$0</b>

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

## HMIS - Space & Operations Budget

**Instructions:**

HMIS costs: (populated) - the system populates a list of eligible activities associated with the implementation of an HMIS and for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible cost activities, which are not listed.

SHP Request: (required) - for each grant year, enter or update the amount (\$) requested for each cost activity that is DIRECTLY related to implementing the HMIS, and eligible for SHP funding. For renewal projects, the SHP Request should match budget amounts identified on the Grant Inventory Worksheet.

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

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

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

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

**For each year of the grant term, enter the total dollar amount of SHP funds requested for each HMIS activity. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.**

	Year 1 SHP Request	Total
<b>HMIS Space and Operations</b>		
<b>23. Space Costs</b>	\$0	\$0
<b>24. Operational Costs</b>		\$0
<b>Subtotal Space &amp; Operations Request</b>	\$0	\$0

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

## HMIS Summary Budget

The following information summarizes the total HMIS funding request for each year of the grant term.

	Year 1
25. Total SHP HMIS Request	\$1,280
26. Total Cash Match	\$320
27. Total HMIS Costs	\$1,600
28. Other Resources (cash and in-kind)	

## Supportive Housing Program (SHP) Summary Budget

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

Selected Grant Term 1 Year

SHP Activities	SHP Dollars Request	Cash Match	Totals
1. Acquisition	\$0	\$0	\$0
2. Rehabilitation	\$0	\$0	\$0
3. New Construction	\$0	\$0	\$0
4. Subtotal (Lines 1 - 3)	\$0	\$0	\$0
5. Real Property Leasing From Leasing Budget Chart	\$0		\$0
6. Supportive Services From Supportive Services Budget Chart	\$206,545	\$51,637	\$258,182
7. Operations From Operating Budget Chart	\$0		\$0
8. HMIS From HMIS Budget Chart	\$1,280	\$320	\$1,600
9. SHP Request (Subtotal lines 4-8)	\$207,825		
10. Administrative Costs (Up to 5% of line 9)	\$9,046		
	<b>Total SHP Request (Total lines 9 and 10)</b>	<b>Total Cash Match</b>	<b>Total Budget (Total SHP Request + Total Cash Match)</b>
	\$216,871	\$51,957	\$268,828

## 8A. Attachment(s)

### Instructions

1. Sponsor 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.

2. 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. Applicant is authorized to act on behalf of the PHA.

3. Other Attachment(s) - Attach any additional information supporting the project funding request. Use a zip file to attach multiple documents.

Document Type	Required?	Document Description	Date Attached
1. Sponsor Nonprofit Documentation	No		
2. PHA Certification Letter	No		
3. Other Attachment	No		

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## **Attachment Details**

**Document Description:**

## **Attachment Details**

**Document Description:**

## **Attachment Details**

**Document Description:**



## **8B. Certification**

### **A. For the Supportive Housing (SHP), Shelter Plus Care (S+C), and Single Room Occupancy (SRO) programs:**

#### **Fair Housing and Equal Opportunity**

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

**Additional for S+C:**

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

**B. For SHP Only.**

**20-Year Operation Rule.**

For applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

**1-Year Operation Rule.**

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

**C. For S+C Only. Supportive Services.**

It will make available supportive services appropriate to the needs of the population served and equal in value to the aggregate amount of rental assistance funded by HUD for the full term of the rental assistance.

**D. Explanation.**

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation behind this page.

**Name of Authorized Certifying Official** Susan Loew

**Date:** 10/19/2011

**Title:** Director

**Applicant Organization:** County of Riverside

**PHA Number (For PHA Applicants Only):**

**I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).**

X