

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

433



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
December 15, 2009

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL
GRANT AGREEMENT [CA0683C9D080801] & DPSS PROJECT SPONSOR
AGREEMENT [HO-01488]**

RECOMMENDED MOTION: That the Board of Supervisors ratify and:

1. Authorize the Chairman of the Board to sign the attached renewal Grant Agreement between DPSS and the U.S. Department of Housing and Urban Development for Project # CA0683C9D080801 in the amount of \$380,448 for the period of September 4, 2009 through September 3, 2010.
2. Authorize the Chairman of the Board to sign the attached Project Sponsor Agreement [HO-01488] between DPSS and the Housing Authority of Riverside County.
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the Project Sponsor Agreement, including amendments to the compensation provision that do not exceed annual CPI rates; and
4. Authorize the Director of DPSS to administer the Project Sponsor Agreement with the Housing Authority of Riverside County.

FORM APPROVED COUNTY COUNSEL
BY *[Signature]* DATE 11/17/09
ARISA R. MCKENNA
Departmental Concurrence

Purchasing: *[Signature]*
Mark Seiler, Assistant Director

[Signature: Susan Loew]
Susan Loew, Director

(CONTINUED – 2 pages in total)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 285,336	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% Federal Funds—HUD Shelter Plus Care Program	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
[Signature: Debra Courmayer]
BY: Debra Courmayer

County Executive Office Signature

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried,
IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: April 6, 2010
 xc: DPSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.: (10/21/08, #3.43) | **District:** 1,2 | **Agenda Number:** 3.60

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

TO: BOARD OF SUPERVISORS

DATE: December 15, 2009

SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
RENEWAL GRANT AGREEMENT [CA0683C9D080801] & DPSS
PROJECT SPONSOR AGREEMENT [HO-01488]

BACKGROUND:

On October 23, 2008, DPSS submitted an application for Homeless Assistance funds to the U.S. Department of Housing and Urban Development (HUD). On February 20, 2009, HUD announced three new and eighteen renewal grants for Riverside County's homeless projects – including the renewal of Riverside County Housing Authority Shelter Plus Care West Grant.

The attached Project Sponsor Agreement is a contract between DPSS and the Housing Authority of Riverside County regarding the day-to-day operation of this grant renewal.

The West County Shelter Plus Care program provides permanent supportive housing to homeless persons with severe disabilities living in the western portion of the County. Participants receive tenant-based rental assistance in mainstream housing of their choosing and comprehensive mental health services through the County's Department of Mental Health.

According to the latest Annual Progress Report submitted by The Housing Authority for the time period of September 4, 2007 through September 3, 2008 the East Shelter Care Plus Project continues to have a capacity utilization rate of one hundred percent (100%) and continues to assist eight (8) individuals and three (3) families to maintain permanent housing.

There are no changes to the persons to be served, the service site(s), or service modalities between this Agreement and the most recent Agreement that expired on September 3, 2009.

FINANCIAL DATA: No County General Funds are required. Funding is 100% Federal funds. The full Grant amount is \$380,448; however, it is estimated that the Housing Authority of Riverside County will expend \$285,336 in FY 2009/2010, leaving \$95,112 to be expended in FY 2010/2011.

CONCUR/EXECUTE: County Purchasing

ATTACHMENTS:

1. Grant Agreement (3 copies) between DPSS and the U.S. Department of Housing and Urban Development
2. Project Sponsor Agreement (3 copies) between DPSS and the Housing Authority of Riverside County.

SL: mr

Project Number: CA0683C9D080801

Number of Units: 30

Renewal Effective Date: 9/4/2009

Renewal Expiration Date: 9/3/2010

Official Contact Person: Edna Garcia

Telephone: 951-358-5636 (Rick)

Fax: 951-358-3409

E-mail Address: Egarcia@riversidedpss.org

Tax ID Number: 95-6000930

2008 SHELTER PLUS CARE RENEWAL AGREEMENT

This Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Riverside County DPSS (the "Recipient").

This Agreement will be governed by Subtitle F of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the Act); the HUD Shelter Plus Care Program final rule codified at 24 CFR 582 ("the Rule"), which is attached hereto and made a part hereof as Exhibit 1, and the Notice of Funding Availability (NOFA) that was published in two parts. The first part was the Policy Requirements and General Section of the NOFA which was published March 29, 2008 at 73 FR 14883, and the second part was the Continuum of Care Homeless Assistance program section of the NOFA, which was published on July 10, 2008 at 73 FR 39840. The terms "Grant" or "Grant Funds" mean the funds for rental assistance that are provided under this Agreement. The term "Application" means the application submission on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions (including the application submissions for grants being consolidated in this agreement). The Application is incorporated herein as part of this Agreement; however, in the event of any conflict between the Application and any provision contained herein, this Shelter Plus Care Agreement shall

- Exhibit 1 - The Shelter Plus Care Program Rule
- Exhibit 2 - for Tenant-based Rental Assistance
- Exhibit 3 - for Project-based Rental Assistance
- Exhibit 4 - for Sponsor-based Rental Assistance
- Exhibit 5 – for Section 8 Moderate Rehabilitation for Single Room Occupancy
- Exhibit 5A – Sub-grant for the Administration of Rental Assistance (for SRO)

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement.

Recipient agrees to conduct an ongoing assessment of the rental assistance and supportive services required by the participants in the program; to assure the adequate provisions of supportive services to the participants in the program; to be responsible for overall administration of this grant, including overseeing any sub-recipients, contractors and subcontractors; and to comply with such other terms and conditions, including record keeping and reports (which must include racial and ethnic data on

participants for program monitoring and evaluation purposes), as the Secretary may establish for purposes of carrying out the program in an effective and efficient manner.

The recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with S+C funds.

A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with the Act, Rule, any material breach of the Agreement, failure to expend Grant Funds in a timely manner, or misrepresentations in the Application submissions that, if known by HUD, would have resulted in a grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities;
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (c) direct Recipient to establish and maintain a management plan that assigns responsibility for carrying out remedial actions;
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity;
- (e) reduce or recapture the grant;
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program;
- (g) continue the Grant with a substitute Recipient selected by HUD;
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omissions by HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, Recipient shall not change sponsor or population to be served without the prior approval of HUD. No right, benefit, or advantage of the Recipient or Sponsor hereunder may be assigned without prior written approval of HUD. The effective date of the Agreement shall be (check one):

_____ the date of execution by HUD.

the expiration of the prior grant that is being renewed (applicable only to renewals of grants whose terms have not been extended).

_____ (fill in a date).

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

Execution of this Agreement terminates any S+C Amendment and Extension Agreement executed by the parties, as of the effective date of this Agreement. (Where more than one grant is being consolidated, execution of this Agreement terminates the Grant Agreements for the grants identified in the attached exhibits, as of the effective date of this agreement.)

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows for Project Number: CA0683C9D080801.

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

William Vasquez 6/10/10
Signature and Date

William Vasquez
Typed name of signatory

Director, Office of Community Planning and Development
Title

RECIPIENT

Riverside County
Name of Organization

By:

Marion Ashley
Authorized Signature and Date

Marion Ashley
Typed name of signatory
Chairman, Board of Supervisors

Judith Murdock, (951) 358-5636, (951) 358-7755
Title

Official Contact Person and Telephone No. and Fax No.

WITNESSES:
KECIA HARPER-IHEM, Clerk

By [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY [Signature] 11/19/09 DATE
LARISA R-MCKENNA

APR 06 2010 3.60

EXHIBIT 2

TENANT-BASED RENTAL ASSISTANCE (TRA)

1. The Recipient is CITY OF RIVERSIDE CO HA.
2. HUD agrees, subject to the terms of the Agreement, to provide the Grant Funds in the amount specified below for the approved project(s) described in the Application. HUD's total funding obligation is \$380,448.00 for 30 units of tenant-based rental assistance for Project Number: CA0683C9D080801.
3. The term of this Grant Agreement shall be 1 year(s). One-year renewal grants cannot be extended and unobligated balances will be recaptured by HUD at the end of the grant period.
4. Recipient shall receive aggregate amounts of Grant Funds not to exceed the appropriate existing housing fair market rental value under Sec.8(c)(1) of the United States Housing Act of 1937 in effect at the time the Application was approved. This fair market rent may be higher or lower than the fair market rent in effect at the time of application submission.
5. The effective date of the Agreement shall be (check one):

_____ the date of execution by HUD.

the expiration of the prior grant that is being renewed (applicable only to renewals of grants whose terms have not been extended).

_____ (fill in a date).

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

CONTRACT: **HO-01488**

PROJECT SPONSOR: **HOUSING AUTHORITY OF RIVERSIDE COUNTY**

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

AGREEMENT TERM: **SEPTEMBER 4, 2009 THROUGH SEPTEMBER 3, 2010**

AGREEMENT AMOUNT: **\$380,448**

HUD PROJECT NUMBER: **CA0683C9D080801**

RECITALS

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

WITNESSETH

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

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

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

Authorized Signature for the Board:	Authorized Signature for Project Sponsor:
<i>Marion Ashley</i>	<i>Marion Ashley</i>
Printed Name of Person Signing:	Printed Name of Person Signing:
Marion Ashley	Marion Ashley
Title: Chairman, Board of Supervisors	Title: Chairman, Board of Commissioners
Address: 4080 Lemon Street Riverside, CA 92501	Address: 5555 Arlington Avenue Riverside, CA 92504
Date:	Date:

MAR 16 2010 10.2

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By *[Signature]*
 DEPUTY

APR 06 2010 3.60

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]*
 MICHELLE CLACK
 DATE: 3/2/10

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]*
 LARISA R-MCKENNA
 DATE: 3/10/10

HOUSING AUTHORITY OF RIVERSIDE COUNTY

SHELTER PLUS CARE PROGRAM

TERMS AND CONDITIONS

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LIST OF EXHIBITS

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

I. DEFINITIONS

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

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

II. DPSS RESPONSIBILITIES

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

Project Sponsor; and (4) annual statements which the Project Sponsor is required to complete with respect to this Agreement.

III. PROJECT SPONSOR RESPONSIBILITIES

- A. The Project Sponsor shall provide services as set forth in the Project Application, attached hereto as **Exhibit A** and incorporated herein by these references.
- B. The Project Sponsor shall be responsible for the overall administration of the Project, including providing permanent supportive housing for the mentally ill, overseeing all subcontracts, and keeping records and reports established for the purpose of carrying out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on participants for program monitoring and evaluation.
- C. The Project Sponsor shall comply with all requirements of this Agreement and accept responsibility for such compliance by any entities to which the Project Sponsor makes this grant funding available.
- D. The Project Sponsor shall assume responsibility for assuring that persons served under the terms of this Agreement meet the criteria specified in federal law for participants served under the Shelter Plus Care Program.
- E. The Project Sponsor shall comply with the policies and procedures in the *DPSS Administrative Handbook for HUD Funded Programs*, attached hereto as **EXHIBIT B**, and incorporated herein by this reference, and any and all laws applicable to the provision of services under this program. If required, this Agreement will be amended to reflect any additional requirements detailed in the Handbook
- F. The Project Sponsor shall provide housing vouchers that is in compliance with all applicable state, federal, and local housing codes, licensing and/or permit requirements, and any other requirement under which the project is located.
- G. The Project Sponsor shall provide 30 (thirty) units of tenant-based rental assistance to mentally ill homeless persons, as permitted by the U.S. Department of Housing and Urban Development.
- H. If funded for Transitional Housing or Permanent Housing, the Project Sponsor shall only authorize program participants to inhabit a housing unit after DPSS has conducted an official Housing Quality Standard (HQS) Inspection.
- I. The Project Sponsor shall participate in Riverside County's Homeless Information Management System (HMIS). Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required client data on a regular basis.

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

1. Ensure any personnel assigned to input data into HMIS has the appropriate level of computer knowledge.

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

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

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

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

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

The formats for the data fields are listed below:

- a. **Name:** 3 separate fields for: First Name, Middle Initial, Last Name. No special characters, only alpha characters.
'Name' is found in Step-1 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- b. **Social Security Number** in xxx-xx-xxxx format.
'SSN' is found in Step-1 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- c. **Date of Birth** in mm/dd/yyyy format.
'Date of Birth' is found in Step-1 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- d. **Ethnicity:** Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for specific values. This notice can be found at www.hud.gov/offices/cpd/homeless/rulesandregs/fr4848-n-02.pdf
'Ethnicity' is found in Step-4 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- e. **Race:** Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for specific values.
'Race' is found in Step-4 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- f. **Gender:** Male, Female, Transgender, Unknown, Refused
'Gender' is found in Step-2 of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- g. **Veteran's Status:** Yes / No / Unknown
'Veteran Status' is found in Step-4 of the client intake process under the 'New Client – Universal Data ONLY" function in the Clients Tab.
- h. **Disabling Condition:** Yes / No
'Disabling Condition' is found in Step-4 of the client intake process under the 'New Client – Universal Data ONLY" function in the Clients Tab.
- i. **Residence Prior to Program Entry:** Refer to the "Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice" from HUD, dated July 30, 2004 for specific values.
'Prior Residence' is found in the 'Master Assessment' of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- j. **Length of stay at Residence Prior to Program Entry:**
'Length of Stay' is found in the 'Master Assessment' of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.
- k. **Zip code of Last Permanent Address:** Numeric values only.
'Prior Zip Code' is found in the 'Master Assessment' of the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.

l. Sub-Population:

'Sub-Population is found in the client intake process under "New Client – Universal Data ONLY" function in the Clients Tab.

m. Enrollment Entry Date in mm/dd/yyyy format.

'Enrollment Entry Date' is found in the 'Enrollments' function.

n. Household Information:

Household information is collected for purposes of linking family members together in the system by identifying relationship to head of household and creating a family link found in the 'Family and Contact Information' area of the Client intake process.

o. Bed Check-in:

Bed check-in/out dates and Bed Assignment are found under the 'Housing Tab'.

p. Enrollment Exit Date in mm/dd/yyyy format.

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

q. Services Provided

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

r. Destination (at Exit)

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

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

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

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

5. Ensure every client entered into HMIS:

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

6. The Project Sponsor shall:

- ✓ Provide security of computer where intake is performed.
- ✓ Provide security of all client forms (stored in locked cabinets/offices)

- ✓ Provide security of all personnel with access to HMIS (has signed the appropriate forms)
 - ✓ Provide security of all logon information (never to be shared with others or written down)
 - ✓ Provide security of all data entered into or retrieved from HMIS (stored in locked cabinets/offices or destroyed)
 - ✓ Address penalties and consequences for employee failure to adhere to policies and procedures.
7. Provide DPSS access to all records or forms pertaining to the HMIS application.
 8. In the event of a system failure, the Project Sponsor shall manually complete intake forms and input this data into HMIS when the system becomes available again.
 9. Verify that all information entered into HMIS is the same as the information on the sign-in sheets and other confirming documents.
 10. If hardware and software is provided, the Project Sponsor agrees to maintain its appropriate functionality and usability for HUD-specific purposes only. Additionally, all original equipment shall be returned to the County when either the grant period has ended or the Contractor discontinues its use of HMIS.
 11. Agrees to develop policies and procedures for all HMIS items stated above. Additionally, The Contractor agrees to provide DPSS a copy of said policies and procedures upon request.

IV. FISCAL PROVISIONS

A. OBLIGATION

1. The Project Sponsor shall be reimbursed by the United States Department of Housing and Urban Development through the County, utilizing a draw down process, for an amount not to exceed \$380,448. Of this amount, up to 8% may be used for shelter plus care administrative activities.
2. Administration of housing assistance includes processing rental payments to landlords, examining participant income, inspecting units for compliance with housing quality standards, and receiving participants into the program. These costs must be paid out of the original grant amount. No additional funds will be provided to administer the housing assistance. The payment shall constitute full and complete compensation for the Project Sponsor's services under this Agreement. Said funds shall be handled according to the budget shown below.

Budgetary Category	Total
RENTAL ASSISTANCE	\$350,012
SHELTER PLUS CARE ADMINISTRATIVE ACTIVITIES	\$30,436
TOTAL	\$380,448

B. METHOD, TIME, AND CONDITION OF PAYMENTS

1. The Project Sponsor shall submit to DPSS a monthly claim in accordance with the Administrative Handbook, **EXHIBIT B**.
2. The Project Sponsor shall ensure that funds provided under this Agreement are not used to pay developer's fees, to establish working capital, or to operate deficit funds.
3. Match Documentation:
 - a. The Project Sponsor shall provide a value of Supportive Services match that is at least equal to the annual rental assistance value. The Project Sponsor will submit match documentation by completing Appendix 1 of **EXHIBIT B** at least quarterly. Additionally, match information will be provided to DPSS at least annually in Appendix 6, Annual Progress Report (APR). The following activities may count as match:
 - Salaries paid to Project Sponsor staff to provide supportive services to participants;
 - The value of supportive services provided to participants by other organizations or by professionals volunteering their professional services;
 - Supportive services provided by other volunteers (at the rate of \$10 per hour);
 - The prorated value of any lease on a building used for supportive services to program participants; and
 - The cost of outreach activities after the Agreement has been signed.
 - b. In the event that the Project Sponsor does not meet the requirement aforementioned in paragraph 3.a. above, DPSS reserves the right to suspend or terminate this Agreement.

C. DISBURSEMENT OF FUNDS

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

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

Fifty percent (50%) of the funds are eligible for drawdown at any point during the grant period. The remaining 50% is reimbursable on the final claim if claims have been submitted on a monthly basis.

D. UNEXPENDED FUNDS AND CLOSE-OUTS

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

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

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

E. INSPECTION AND AUDITS

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

F. WITHHELD PAYMENTS

1. Unearned payments under this Agreement may be suspended or terminated if grant funds to DPSS are suspended or terminated, or if the Project Sponsor refuses to accept additional conditions imposed on it by HUD or DPSS.

2. DPSS has the authority to withhold funds under this Agreement pending a final determination by DPSS of questioned expenditures or indebtedness to DPSS arising from past or present agreements between DPSS and the Project Sponsor. Upon final determination by DPSS of disallowed expenditures or indebtedness, DPSS may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.
3. Payments to the Project Sponsor may be withheld by DPSS if the Project Sponsor fails to comply with the provisions of this Agreement.

G. FISCAL ACCOUNTABILITY

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

H. AVAILABILITY OF FUNDING

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

V. GENERAL PROVISIONS

A. TERM OF AGREEMENT

The Agreement shall be effective from September 4, 2009 through September 3, 2010.

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

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

C. CONFLICT OF INTEREST

The Project Sponsor covenants that it presently has no interest in, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which is, or which the Project Sponsor believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Project Sponsor further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Project Sponsor under this agreement. The Project Sponsor agrees to inform DPSS of all of the Project Sponsor's interests, if any, which are or which the Project Sponsor believes to be incompatible with any interest of DPSS. DPSS will make final determination of any dispute about conflict(s) of interest.

D. DEFAULT

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

E. ASSIGNMENT

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

F. HOLD HARMLESS/INDEMNIFICATION

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

officials, employees, agents and representatives in any claim or action based upon such alleged liability.

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

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

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

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

G. INSURANCE

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

Workers' Compensation:

If Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. **Policy shall be endorsed to waive subrogation in favor of the County of Riverside;** and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

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

Professional Liability:

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

Vehicle Liability:

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

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full

force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**

4. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Contractor agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

H. INDEPENDENT PROJECT SPONSOR

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

I. SUBCONTRACTING

1. The Project Sponsor may not delegate his duties or obligations nor assign his rights hereunder, either in whole or in part, without prior written consent of DPSS. Any such attempt at delegation of assignment without prior written consent shall be void. Any change whatsoever in the corporate structure of the Project Sponsor, the governing body of the Project Sponsor, the management of the Project Sponsor, or the transfer of assets in excess of ten percent of the total assets of the Project Sponsor shall be an assignment of benefits under the terms of this Agreement requiring DPSS approval. All subcontracts shall be made in writing and copies provided to DPSS. No subcontracts shall alter, in any way, any legal responsibility of the Project Sponsor to DPSS.
2. DPSS has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms of this Agreement.
3. The Project Sponsor shall include in each subcontract all provisions that DPSS may require. These provisions will be made available to the Project Sponsor by DPSS.
4. Every subcontract shall specify:
 - a. The time period within which the subcontractor is to perform the subcontract. Subcontractor performance shall not begin prior to, nor extend beyond the time period of the contract between the Project Sponsor and DPSS;
 - b. The maximum dollar amount of the subcontract;
 - c. The responsibilities of each party under the subcontract;
 - d. A statement that the subcontractor and agents and employees of the subcontractor in the performance of the subcontract are acting in an independent capacity and not as officers, employees or agents of the State of California;
 - e. A statement that modification of the subcontract shall be in writing. Prior written DPSS approval is required;
 - f. Authorized representatives of DPSS and the federal government shall have access to any books, documents, papers, electronic data, and other records which these representatives may determine to be pertinent to this Agreement for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right, upon request, to inspect or otherwise evaluate the work performed under this Agreement and the premises in which it is being performed;
 - g. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for five (5) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later;
 - h. A statement that the subcontract is the complete and exclusive statement of the mutual understanding of the parties, and that the subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the subcontract; and

- i. A statement regarding default in case of subcontractor is in breach of the subcontract.

J. REPORTS AND RECORD KEEPING

1. The Project Sponsor agrees to submit an Annual Progress Report (APR), **APPENDIX 6 of EXHIBIT B**, to DPSS within thirty (30) days after the end of each operating year or no later than forty-five (45) days for one (1) year renewal grants. Failure to submit an APR may lead to a delay in receiving future grant funds. Upon review for completeness and accuracy, DPSS will forward the APR to HUD as required. The Project Sponsor will mail these records to the following address:

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

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

K. SANCTIONS

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

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

2. Withhold funds pending correction of the breach.

L. TERMINATION

1. DPSS may suspend or terminate this Agreement for cause upon written notice to the Project Sponsor of the action being taken. Cause shall be established if:
 - a. The Project Sponsor fails to perform the covenants herein contained at such time and in such manner as provided in this Agreement; or
 - b. There is a conflict with any federal, state or local laws, ordinance, regulation or rule rendering any provision of this Agreement invalid or untenable.
2. Upon DPSS ruling of termination or suspense, DPSS will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
3. The Project Sponsor may terminate this Agreement with cause upon written notice served upon DPSS stating the extent and effective date of termination. Project Sponsor will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
4. Upon termination of this Agreement, the Project Sponsor shall not incur any obligations after any effective date of such termination, unless expressly authorized in writing by DPSS.
5. In the event the funding from HUD is reduced, terminated or otherwise becomes unavailable, DPSS shall provide written notice to the Project Sponsor within five (5) working days from the date that HUD reduces, suspends or terminates the grant funding. This Agreement shall be either terminated or amended to reflect said reduction in funds. DPSS shall make payments for all services performed up to the effective date of termination.

M. USE OF FACILITY

1. Any building for which grant funds are used under this Agreement for renovation, conversion, or major rehabilitation must meet local government safety and sanitation standards.
2. Under federal regulations 24 CFR 582.115, Shelter Plus Care Program assistance may not be used for religious activities as described in **EXHIBIT B**. The Project Sponsor will ensure that any building or facility is utilized exclusively for secular purposes and is made available to all persons regardless of religion.

N. SHELTER PLUS CARE PROGRAM COMPLIANCE

1. By executing this Agreement, the Project Sponsor hereby certifies that it will adhere to and comply with the following as they may be applicable to a recipient of funds granted pursuant to the Shelter Plus Care Program; the Application; and Shelter Plus Care Rule (24 CFR 582).

- a. Section 92.350 Equal Opportunity and Fair Housing;
 - b. Section 92.351 Affirmative Marketing;
 - c. Section 92.352 Environmental Review;
 - d. Section 92.353 Displacement, relocation, and acquisition; the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42;
 - e. Section 92.354 Labor;
 - f. Section 92.355 Lead-based paint; the lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-based Poisoning Prevention Act (42 USC 4801, et seq.);
 - g. Section 92.356 Conflict of Interest;
 - h. Section 92.357 Debarment and Suspension;
 - i. The regulations, policies, guidelines, and requirements of 24 CFR Part 85.
2. The Project Sponsor shall comply with all federal, state and local laws and regulations pertinent to its operation and services to be performed hereunder, and shall keep in effect any and all licenses, permits, notices, and certificates as are required thereby. The Project Sponsor shall further comply with all laws applicable to wages and hours of employment, occupational safety and to fire, safety, health, and sanitation.

O. CHILD ABUSE REPORTING

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

P. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

Q. ELDER AND DEPENDENT ADULT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two working days.

R. NON-DISCRIMINATION ASSURANCE

The Project Sponsor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Employment and Housing Act (Gov. Code section 12900 et. Seq.), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

S. AUTHORITY

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

T. NOTICES

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

DPSS: (Contract Issues)	Department of Public Social Services Contracts Administration Unit 10281 Kidd Street Riverside, CA 92503
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DPSS: (Program Issues)	Department of Public Social Services Attn: Homeless Programs Coordinator 4060 County Circle Drive Riverside, CA 92503
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Project Sponsor:	Housing Authority of Riverside County Robert Field, Assistant County Executive Officer/EDA 5555 Arlington Avenue Riverside, CA 92504
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U. ENTIRE AGREEMENT

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

Project Information - Page 1

Exhibit A

Instructions:

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

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

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

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

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

The following fields must be completed for every project application.

CoC Number and Name	CA-608 - Riverside City & County CoC
Project Name	Western Riverside County Shelter Plus Care
Project Type	Renewal Project
Program Type	S+C
Content depends on "Project Type" selection	
Component Type	TRA
Content depends on "Program Type" selection	
In which state is the project located? (for multiple state selections hold CTRL+Key)	California
In which Congressional District(s) is the project located? (for multiple selections hold CTRL + Key)	CA-044
Provide a general description of the project. (Max 3000 characters)	

The West County Shelter Plus Care program provides permanent supportive housing to homeless persons with severe disabilities living in the western portion of Riverside County. This program targets individuals who are living on the streets and suffer from severe mental health illness. Participants receive tenant based rental assistance in mainstream housing of their choosing and comprehensive mental health services through the County's Department of Mental Health. A total of 32 households are serviced through the West County Shelter Plus Care program.

Project Information - Page 2

Instructions:

New projects:

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

Renewal projects:

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

New and renewal projects:

Indicate whether or not the project is:

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

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

Budget Activities:

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

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

The following fields must be completed for every project application.

Was the original project awarded as Samaritan Housing project? No

Were one or more projects consolidated with this project? No
If "yes" additional information is required on the following page.

Grant Term: 1 Year

Does the project use Energy Star? Yes

Is the project located in a rural area? No

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

**Select the geographic code(s) for area(s)
served by the project
(for multiple selections hold CTRL + Key)** 063048 RIVERSIDE

Project Location(s)

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

Location Name	Street Address 1	Street Address 2	City	State	Zip
Scattered Site TBRA	5555 Arlington Av...	--	Riverside	California	92504

Project Location Detail

Instructions:

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

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

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

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

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

Location Name Scattered Site TBRA
Property Ownership Lease
Street Address 1 5555 Arlington Avenue
Street Address 2
City Riverside
State California
Zip Code 92504
Format: (12345 or 12345-1234)

Project Sponsor Information

Instructions:

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

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

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

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

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

Organization Name Housing Authority of the County of Riverside

Organization Type L. Public/Indian Housing Authority

If "Other" specify:

DUNS Number 55022305

Format: xxxxxxxxx or xxxxxxxxxxxxxx

Tax ID or EIN 95-6001631

Format: 12-3456789

Street Address 1 5555 Arlington Avenue

Street Address 2

City Riverside

State California

Zip Code 92504

Format: 12345 or 12345-1234

Is the sponsor a Faith-Based Organization? No

Project Sponsor Contact Information

Instructions:

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

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

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

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

Prefix Ms
First Name Carrie
Middle Name
Last Name Harmon
Suffix
Title Senior Development Specialist
E-mail Address charmon@rivcoeda.org
Confirm E-mail Address charmon@rivcoeda.org
Phone Number 951-343-5461
Format: 123-456-7890
Extension
Fax Number 951-688-6873
Format: 123-456-7890

Type and Scale of Housing

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

Housing Type	Units	Beds	Bedrooms
Scattered-site apartments (...)	32	51	68

Type and Scale of Housing Detail

Instructions:

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

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

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

Housing Type: Scattered-site apartments (including efficiencies)

Total for Selected Housing Type

Units: 32

Beds: 51

Bedrooms: 68

Project Participants - Households with Dependent Children

Instructions:

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

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

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

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

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

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

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

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

Total Number of Households	13					
	Total Persons	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
Disabled Adults	13	13				
Non-Disabled Adults	1					
Disabled Children						
Non-Disabled Children	26					
Total Persons (select "Save" to auto-calculate)	40	13	0	0	0	0
Total Number of Adults (select "Save" to auto-calculate)	14					
Total Number of Children (select "Save" to auto-calculate)	26					

Project Participants - Households without Dependent Children

Instructions:

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

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

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

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

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

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

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

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

Instructions:

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

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

Chronic Substance Abuse may not constitute a disability on its own

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

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

Total Number of Households	22						
	Total Persons	Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
Exhibit 2				Page 12		01/20/2009	

Riverside City & County CoC						EX2_005552	
Disabled Adults	22		22				
Non-Disabled Adults	6						
Disabled Unaccompanied Youth							
Non-Disabled Unaccompanied Youth							
Total Persons (select "Save" to auto-calculate)	28	0	22	0	0	0	0
Total Number of Adults (select "Save" to auto-calculate)	28						
Total Number of Unaccompanied Youth (select "Save" to auto-calculate)	0						

Outreach for Participants

Instructions:

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

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

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

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

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

50%	Persons who came from the street or other locations not meant for human habitation.
45%	Person who came from Emergency Shelters.
5%	Persons who came from Safe Havens.
	Persons in TH who came directly from the street, Emergency Shelters, or Safe Havens.
100%	Total of above percentages

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

Housing for Participants

Instructions:

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

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

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

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

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

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

Discharge Planning Policy

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

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

Yes

Project Leveraging

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

Total value of written commitment \$389,280

Contributor	Source	Date of Commitment	Value of Commitment
Department of Men...	Government	09/12/2008	\$389,280

Project Leveraging Detail

Instructions:

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

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

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

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

Select the Type of Contribution	In Kind
Name the Source of the Contribution	Department of Mental Health
Select Type of Source	Government
Date of Written Commitment	09/12/2008
Value of Written Commitment	\$389,280

Homeless Management Information System (HMIS) Participation

Instructions:

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

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

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

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

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

Does this project provide client level data to HMIS at least annually? No

Select the "Save" button to enter additional information.

Indicate the reason for non-participation in the HMIS Other

For Federal/State prohibition, cite applicable law. For "Other", provide explanation.

The Housing Authority delayed entering client level data into the local HMIS system due to a concern over HIPAA regulations. This issue has now been resolved and client level data for all new incoming participants will be entered effective 11/01/08.

Renewal Performance

Instructions:

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

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

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

The following fields must be completed by all renewal projects.

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

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

Shelter Plus Care Rental Assistance Budget

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

Total Shelter Plus Care Rental Assistance \$389,280

FMR_Area	Total Units	Total Requested
CA - Riverside-San Bernardino-Ontario...	30	389280

Shelter Plus Care Rental Assistance Budget Detail

Instructions:

The rent requested for each unit size must not exceed the published Fair Market Rent (FMR) for the project area. Rent requests that exceed 100% of the published FMR for a given area are no longer an option. Use either the actual negotiated rent of the units or the most recent FMRs as published in the Federal Register, whichever is less. The most recent FMRs are available online at: <http://www.huduser.org/datasets/fmr.html>.

If the rent requested is equal to 100% of the published FMR, the award amount will be that in effect at the time when all grants are conditionally approved, which may be higher or lower than the FMRs listed here.

If the requested rent is less than 100% of the published FMR, the grant award will be funded at the amounts requested here and will not receive an FMR update.

S+C/SRO and Section 8 SRO projects may not request assistance for more than 100 units per project.

For this form, values cannot be entered into fields in the "Total Rent (per unit size)" or "Number of Months" columns, or the "Total" row; the system will auto-calculate the fields based on the information entered in the other fields. Select the "Save" button at the bottom of the form to initiate the auto-calculations.

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

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

Type of Program S+C

Name of metropolitan or non-metropolitan Fair Market Rent (FMR) area CA - Riverside-San Bernardino-Ontario, CA MSA (0606599999)

Indicate if the rent is at or below the published FMR 100% of FMR
(select "Save" before completing the budget below)

Do not enter amounts greater than 100% of FMR. If an amount over 100% of FMR is entered, the budget will be reduced.

Size of Units	Number of Units		FMR or Actual Rent **		Number of Months		Total
SRO		x	\$672	x	12	=	\$0
0 Bedroom		x	\$896	x	12	=	\$0
1 Bedroom	20	x	\$979	x	12	=	\$234,960
2 Bedrooms	7	x	\$1,142	x	12	=	\$95,928
3 Bedrooms	3	x	\$1,622	x	12	=	\$58,392
4 Bedrooms		x	\$1,896	x	12	=	\$0
5 Bedrooms		x	\$2,180	x	12	=	\$0
6 Bedrooms		x	\$2,465	x	12	=	\$0
7 Bedrooms		x	\$2,749	x	12	=	\$0

Riverside City & County CoC						EX2_005552	
8 Bedrooms		x	\$3,034	x	12	=	\$0
9 Bedrooms		x	\$3,318	x	12	=	\$0
Total 30						=	\$389,280

For projects that select "1-99% of FMR" above: the table below shows 100% of the FMR amounts for zero to four bedrooms for the FMR area selected above. Do not enter more than the FMR amount listed, or the budget will be reduced.

Unit	FMR
0 Bedroom	\$896
1 Bedroom	\$979
2 Bedroom	\$1,142
3 Bedroom	\$1,622
4 Bedroom	\$1,896

Program Outcome Logic Model (HUD 96010) Attachment

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

Program Outcome Logic Model (HUD 96010) Attachment Detail

Document Description: Logic Model Shelter Plus Care West County

Homeless Management Information System User Account Request Form

<input type="checkbox"/> New User	<input type="checkbox"/> Delete User	Today's Date: ___/___/___
<input type="checkbox"/> Change User Information	<input type="checkbox"/> Other	Effective Date: ___/___/___

Agency Information

Agency Name (print or type) _____ Telephone Number (____) _____ Extn: _____

Agency Address _____ (Street) _____ (City) _____ (State) _____ (ZipCode)

Equip. Location _____ Address _____ (Street) _____ (City) _____ (State) _____ (ZipCode)

Employee (User) Information

Employee Name (print or type) _____ Employee ID _____

Employee Title _____ Employee Work Number (____) _____ Extn: _____

Authorization & Confidentiality Statement

I agree to maintain strict confidentiality of information obtained through the Homeless Management Information System (HMIS) Network. This information will be used only for the legitimate client services and administration of the above name organization. Any breach of confidentiality will result in the immediate termination of participation in HMIS.

Employee Signature _____
Date

Executive Director's Signature/Authorization _____
Date

DPSS USE ONLY

Upon receipt of User's login and password, the user must change his/her password at first login to the HMIS system.

Training HMIS User Name: _____ HMIS Temporary Password: _____

Production HMIS User Name: _____ HMIS Temporary Password: _____

Note This form must be completed and filed with DPSS annually for *both* new and existing users. If you have any questions regarding this request, please direct your inquiries to DPSS Homeless Program Office.
Mail completed form to: DPSS Homeless Programs, c/o Jean Jones, 4060 County Circle Drive, Riverside, CA. 92503.

Homeless Management Information System

User Account Request Form

USER'S RESPONSIBILITY STATEMENT

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

Initial Only

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

I understand and agree to the above statements.

Employee Signature: _____ Date: _____

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

**HOUSING AUTHORITY OF RIVERSIDE COUNTY
HOMELESS MANAGEMENT INFORMATION SYSTEM
INFORMED CONSENT AND
RELEASE OF INFORMATION FORM**

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

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

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

Client's Authorizing Signature

Date (d/m/y)

Client's Printed Name

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

Legal Guardian's Authorizing Signature

Date (d/m/y)

Legal Guardian's Printed Name

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

Authorizing Person's Initials

Date (d/m/y)

HMIS NETWORK MEMBER AGENCIES:

(INSERT PARTICIPATING
ORGANIZATION NAMES BELOW)

Gender

Q: Are you male or female?

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

Veteran Status

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

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

Disabling Condition

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

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

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

Residence Prior to Program Entry

Q: Where did you stay last night?

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

Q: How long did you stay at that place?

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

Zip Code of Last Permanent Address

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

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

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

City:																				
State:																				

Household Information

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

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

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

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

Client Bed Check-In

Client Bed-entry Date: ___/___/___

Facility Client will be housed in: _____

Room Client will be housed in: _____

Bed Client will be assigned: _____

Subpopulation

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

Services Provided

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

Destination (At Exit)

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

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

Data Format and Requirements for the Housing Authority Shelter Plus Care Program

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

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

CERTIFICATION OF TENANT ROLL

Riverside County Department of Public Social Services

MONTH OF: ASSISTANT: SPONSOR NAME: GRANT #:

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

CERTIFICATION

I certify this is true and correct

X _____ DATE _____