

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

359



FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
July 30, 2013

**SUBJECT: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL
DPSS PROJECT SPONSOR AGREEMENTS – HO-02701, HO-02704 & HO-02724**

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman of the Board to sign the attached renewal Agreements (HO-02701, HO-02704 and HO-02724) with Jewish Family Services of San Diego, Operation SafeHouse and Path of Life Ministries, respectively.
2. Authorize the Director of the Department of Public Social Services (DPSS) to administer the contracts with Jewish Family Services, Operation SafeHouse and Path of Life Ministries.

Susan Loew

Susan Loew, Director

(CONTINUED – 3 pages in total)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,102,891	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	13-14

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Policy Policy

Consent Consent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 30, 2013
xc: DPSS, Purchasing

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

2013 JUL 30 11:11:13

RECEIVED RIVERSIDE COUNTY

Prev. Agn. Ref.: 5/8/12, #3.15

District: 1/1, 5/5,
4/4

Agenda Number:

3-46

ATTACHMENTS FILED

WITH THE CLERK OF THE BOARD OF SUPERVISORS

PURCHASING & FLEET SERVICES: Robert Howdysell, Director
 FORM APPROVED COUNTY COUNSEL BY: *Elena M. Boeva* 7-19-13
 DEPARTMENTAL CONCURRENCE: ELENA M. BOEVA
 Dep't Recomm.:
 Per Exec. Ofc.:

Date: July 30, 2013

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RECOMMENDED MOTION (Continued):

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the Agreements, including amendments to the compensation provision that do not exceed the maximum reimbursable amounts of the Agreements (\$1,102,891).

BACKGROUND:

On January 17, 2013, DPSS submitted an application for Homeless Assistance funds to the U.S. Department of Housing and Urban Development (HUD). On March 13, 2013, HUD announced the approval of twenty-six (26) renewal grants for Riverside County's 2012 homeless projects, which will include the renewal of Desert Vista Permanent Housing Program, Main Street Transitional Living Program and King Hall Transitional Housing Program. DPSS requests that the Board execute the attached three (3) contracts that have expired. HUD's Grant Agreements are being presented to the Board on the same and subsequent agendas, as they are received from HUD.

Following are descriptions of the three (3) renewal projects:

Operation SafeHouse (OSH), a nonprofit organization, provides transitional housing to twenty (20) Riverside County youths (ages 18-21). The facility is located in the city of Riverside and is known as Main Street Transitional Housing. The previous contract with OSH expired on March 31, 2013. **The renewal Grant will be from April 1, 2013 through March 31, 2014, in the amount of \$138,342, with \$135,110 allocated to OSH.** Services offered include case management, life skills, employment, transportation, education and health care assistance. During the most recent reporting period ending March 31, 2012, OSH provided services to 48 youth. Ninety percent (90%) of youth exited to permanent housing and thirty five percent (35%) of exiting youth had income. There is no change to the population served, service site or mode of service delivery.

Path of Life Ministries (POLM), a nonprofit organization, provides transitional housing for Forty six (46) families with children and four (4) chronically homeless women. The facility is located on the March Air Reserve Base and is known as King Hall Transitional Housing. The previous contract with POLM expired on March 31, 2013. **The renewal Grant will be from April 1, 2013 through March 31, 2014 in the amount of \$331,473, with \$323,729 allocated to POLM.** Services offered include housing, case management, life skills, transportation, child care and employment assistance. During the most recent reporting period ending March 31, 2012, POLM reports seventy nine (79) families and nine (9) individuals were served by the program. Eighty eight percent (88%) obtained permanent housing upon exit and fifty six percent (56%) had income upon exit. There is no change to the population served, service site or mode of service delivery.

RE: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENEWAL
DPSS PROJECT SPONSOR AGREEMENTS – HO-02701, HO-02704 & HO-02724

Date: July 30, 2013

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BACKGROUND (Continued):

Jewish Family Service of San Diego (JFSSD) is a nonprofit organization located in the Coachella Valley overseeing the Desert Vista Project. Desert Vista utilizes scattered site apartments and serves forty (40) homeless individuals living with chronic substance abuse, severe mental illness, veterans, and/or HIV/AIDS with Permanent Supportive Housing. The contract with JFSSD expired on March 31, 2013. **The renewal Grant with JFSSD will be from April 1, 2013 through March 31, 2013 in the amount of \$659,179, with \$644,052 allocated to JFSSD.** During the most recent reporting period ending March 31, 2012, Desert Vista assisted forty eight (48) persons. Services offered include housing, case management, life skills, and education and transportation assistance. Ninety six percent (96%) left the program for other permanent housing. Fifty seven (57%) left the program with income. There is no change to the population served, service site or mode of service delivery.

FINANCIAL DATA: No County General Funds are required. Funding is 100% Federal funds.

CONCUR/EXECUTE: County Counsel/County Purchasing

ATTACHMENTS:

1. Project Sponsor Agreement (3 copies) between DPSS and Jewish Family Services.
2. Project Sponsor Agreement (3 copies) between DPSS and Operation SafeHouse.
3. Project Sponsor Agreement (3 copies) between DPSS and Path of Life Ministries.

SL: rp

**Riverside County Department of Public Social Services
Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503**

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

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

SERVICES CONTRACT: HO-02704
CONTRACTOR: Operation Safe House
ACTIVITIES: Main Street Transitional Living Program
CONTRACT TERM: April 1, 2013 - March 31, 2014
MAXIMUM REIMBURSABLE AMOUNT: \$135,110.00
HUD PROJECT NUMBER: CA0676L9D081205

RECITALS

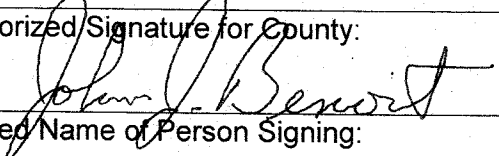

This Agreement is made and entered into by and between the County of Riverside, hereinafter referred to as "County," and Operation Safe House, hereinafter referred to as the "Project Sponsor."

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 Continuum of Care Program Rule (CFDA 14.267), codified as 24 CFR 578 and Subtitle C of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act as amended by S. 896 the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, 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 Continuum of Care 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 County: 	Authorized Signature for Operation Safe House
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Kathy McAdara
Title: Chair, Board of Supervisors	Title: Executive Director
Address: 10281 Kidd St. Riverside, CA 92503	Address: 9685 Hayes Street Riverside, CA 92503
Attest Signed: KECIA HARPER, IHM, Clerk By  DEPUTY	Date Signed: JUL 30 2013

APPROVED COUNTY COUNSEL

ELENA M. BOEVA DATE 7-17-13

JUL 30 2013 3-46

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LIST OF EXHIBITS

EXHIBIT A – Project Application

EXHIBIT B – 2-1-1 Riverside County Agency Registration Form

EXHIBIT C – 2-1-1 Riverside County Program Registration Form

EXHIBIT D – Administrative Handbook for HUD Funded Continuum of Care Programs

EXHIBIT E – Tenant Change Notice Form

EXHIBIT F – Certification of Tenant Roll Form

EXHIBIT G – Assurance of Compliance

I. DEFINITIONS

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

- A. The term "2-1-1" refers to 2-1-1 Riverside County—a designated 3-digit number that allows callers to receive up-to-date information and referrals to health and human service agencies.
- B. The term "Application" refers to the approved application and its submissions prepared by the Project Sponsor, which is the basis on which HUD approved the grant.
- C. The term "Draw Down" refers to the wire transfer system called Line of Credit Control System - Voice Response System (LOCCS – VRS).
- D. The term "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- E. The term "HMIS" refers to the Riverside County Homeless Management Information System.
- F. The term "Participants" refers to individuals who utilize Supportive Housing Services, including referral services or individuals who are residents or former residents of the housing project.
- G. The term "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- H. The terms "Project Sponsor" or "Contractor" refer to the Operation Safe House, the entity under agreement with DPSS to operate the project on a daily basis.
- I. The term "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- J. The term "Subcontractor" means any supplier, vendor, or firm, that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- K. The term "Continuum of Care Program (COC Program)" refers to the HUD grant program to promote transitional housing, permanent housing and supportive services to homeless individuals.
- L. The term "Technical Submission" refers to the approved documents prepared by the Project Sponsor and submitted to HUD after the HUD grant award.

II. DPSS RESPONSIBILITIES

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

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

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

III. PROJECT SPONSOR RESPONSIBILITIES

- A. The Project Sponsor shall be responsible for the overall administration of the Project, including overseeing all subcontractors, client services, and case management, medical care, social services support, and legal support. The Project Sponsor will also provide client linkages to other sources of support. The Project Sponsor will keep records and reports established to carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on participants for program monitoring and evaluation.
- B. The Project Sponsor shall provide services as set forth in the Project Application, attached hereto as **Exhibit A**, and incorporated herein by these references.
- C. The Project Sponsor shall register its agency and/or program, as funded by DPSS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as **Exhibits B and C**, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

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

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

- D. The Project Sponsor will be responsible for assuring that persons served under the terms of this Agreement meet the criteria specified in federal law for participants served under the Continuum of 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 D** and incorporated herein by this reference, and all laws applicable to the provision of services under this program. If required, this Agreement will be amended to reflect any additional requirements detailed in the Handbook.
- F. The Project Sponsor agrees to participate in the Homeless Management Information System (HMIS).

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required client data on a regular basis.
2. DPSS retains the rights to the HMIS and case management software application used in the operations of this property. DPSS grants the Project Sponsor an exclusive perpetual license to use the HMIS software for the term of this Agreement.
3. The Project Sponsor shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the Housing and Homeless Coalition for Riverside County's HMIS Policies and Procedures Manual, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.

IV. FISCAL PROVISIONS

A. OBLIGATION

The Project Sponsor shall be reimbursed by HUD, utilizing a draw down process, for an amount not to exceed \$135,110. The total Administrative Costs for this grant is \$9,050. Of these Administrative Costs \$5,818 will be awarded to the Project Sponsor and \$3,232 will be retained by DPSS.

Budget Category	Total
LEASING	0
SUPPORTIVE SERVICES	\$65,611
OPERATING COSTS	\$62,625
HOMELESS MANAGEMENT INFORMATION SYSTEM	\$1,056
ADMINISTRATION (PROJECT SPONSOR)	\$5,818
TOTAL PROJECT SPONSOR BUDGET	\$135,110
ADMINISTRATIVE COSTS (COUNTY)	\$3,232
TOTAL GRANT AMOUNT	\$138,342

The Project Sponsor must match all grant funds except for leasing funds with no less than 25% of funds or in kind contributions from other sources. Match must be used for the costs of eligible activities (**Exhibit A**).

A. METHOD, TIME, AND CONDITION OF PAYMENTS

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

The Project Sponsor shall provide cash match documentation as set forth in this Agreement and the Project Application (**Exhibit A**). Cash match documentation must be submitted with monthly billing claims. DPSS will verify utilization of the cash match through a monthly desk review and on-site monitoring visits. Matching funds provided by the Project Sponsor must be money provided to the project by one or more of the following: the Project Sponsor, the federal government, state and local governments, and/or private resources. Non-cash resources such as in-kind contributions of goods or

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

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

B. BUDGET MODIFICATIONS

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

a. Changes within a Budget Category

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

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

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

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

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

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

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

a. Conditions for Approval

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

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

b. Requests for Approval

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

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

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

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

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

C. DISBURSEMENT OF FUNDS

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

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

D. UNEXPENDED FUNDS AND CLOSE-OUTS

1. The Project Sponsor shall complete all necessary closeout procedures, including the APR, required by DPSS within a period of not more than **forty-five (45) calendar days** from the expiration date of this Agreement. This time period will be referred to as the financial closeout period. After the expiration of the financial closeout period, those funds not paid to the Project Sponsor under this Agreement shall be recaptured by HUD. DPSS is not liable for any expenses or costs associated with this Agreement after the expiration of the financial closeout period.
2. The Project Sponsor, if required to have an A-133 audit, shall provide a final financial audit for activities performed under this Agreement within thirty (30) days from finalization of audit.

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 seven (7) years after final payment has been made or until all pending DPSS, state, and federal audits, if any, are completed, whichever is later. If a restrictive covenant is in effect, records shall be maintained until the covenant expires.
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 seven (7) 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 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

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

V. GENERAL PROVISIONS

A. TERM OF AGREEMENT

The Agreement shall be effective from April 1, 2013 - March 31, 2014.

B. CONTINUUM OF CARE PROGRAM COMPLIANCE

By executing this Agreement, the Project Sponsor hereby certifies that it will adhere to and comply with the following as they may be applicable to a recipient of funds granted pursuant to the Continuum of Care Program, including; HUD Application, Technical Submission; Continuum of Care Program Interim Rule (24 CFR 578); Administrative Requirement for Grants and Cooperative Agreements (24 CFR Part 85); this Agreement, and the applicable Notice of Funding Availability (NOFA).

C. CONFLICT OF INTEREST

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

D. DEFAULT

1. A default shall consist of any use of grant funds for a purpose other than as authorized by this Agreement or failure in the Project Sponsor's duty to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the Continuum of Care Program Rule, the Application, the Technical Submission, or this Agreement. In the event of an occurrence of default, DPSS and HUD may take one or more of the following actions:
 - a. Issue a letter of warning advising the Project Sponsor of the default that establishes a date by which corrective actions must be completed and puts the Project Sponsor on notice that more serious actions will be taken if the default is not corrected or is repeated;
 - b. Direct the Project Sponsor to submit progress schedules for completing the approved activities;

- c. Direct the Project Sponsor to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - d. Direct the Project Sponsor to reimburse the program accounts for costs inappropriately charged to the program; and/or
 - e. Make recommendations to HUD to reduce or recapture the grant.
2. No delay or omission by the County in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver of acquiescence in any Project Sponsor default.

E. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

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

F. INSURANCE

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

Workers' Compensation:

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

applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

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

Professional Liability:

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

Vehicle Liability:

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

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this

Agreement. Upon notification of self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**
4. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Contractor agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

G. INDEPENDENT CONTRACTOR

The Project Sponsor is, and will at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the

terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between DPSS and the Project Sponsor or any of the Project Sponsor's agents, employees, or volunteers. The Project Sponsor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The Project Sponsor, its agents, employees, and volunteers shall not be afforded any of the rights and/or privileges afforded to employees of DPSS or the County of Riverside and shall not be considered in any manner to be employees of the County.

H. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:
 - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - b. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - d. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
4. The Contractor shall document, prior to grant execution, all services to be provided by a third party by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services, as per CFR 578.73, (c)(3).
5. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

I. REPORTS AND RECORD KEEPING

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

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

2. The Project Sponsor agrees to submit a Semi-Annual Statistical Report upon a 30-day written notice by DPSS.
3. If funded for Transitional Housing or Permanent Housing, the Project Sponsor agrees to the following:
 - a. The Project Sponsor will notify DPSS immediately upon knowledge of a participant entering and/or exiting a housing unit. The notification document, attached hereto as **Exhibit E** (Tenant Change Notice Form) and incorporated herein by this reference, shall be faxed to (951) 358-7755 or scanned and sent by e-mail to the DPSS CoC/HUD Program Specialist. It is also strongly encouraged that the Project Sponsor follow-up with a telephone call to the Program Specialist at (951) 358-5638 to verify receipt of the faxed Tenant Change Notice Form.
 - b. If the Tenant Change Notice is for a new client entering the facility, the form should be accompanied by the following: (a) the Verification of Homelessness, (b) the rent calculation, and (c) verification of disability (if applicable). If it is not possible to provide this documentation with the Tenant Change Notice form, the Project Sponsor must have a copy available at the time the HUD Habitability Quality Standard [HQS] Inspection is performed.
 - c. Upon receipt of the Tenant Change Notice Form, DPSS will, within two (2) business days, arrange the HQS Inspection of the housing unit being vacated. HQS Inspections are required by HUD in 24 CFR 578).
 - d. If a vacancy occurs in which the Project Sponsor cannot notify DPSS in the timeframe set forth above in 3.a, or if the HQS Inspection cannot be performed in the timeframe set forth above in 3.c, the Project Sponsor has the authority to fill the vacancy with a client from their waiting list. Upon such an occurrence, DPSS will schedule the HQS inspection after the fact.
 - e. Project Sponsor may use a unique client identifier on the Tenant Change Notice and Certification of Tenant Roll as long as all other required information is provided. The Tenant Change Notice and Certification of Tenant Roll are for DPSS program monitoring purposes and Housing Quality Standard inspections only and will remain secured in order to safeguard protected client information.
4. If funded for Transitional Housing, Permanent Housing, Rapid Re-Housing or Shelter Plus Care, the Project Sponsor agrees to provide DPSS with a monthly residential log of participants, attached hereto as **Exhibit F** [Certification of Tenant Roll] and incorporated herein by this reference. The residential log is due, by fax or scanned and sent by e-mail to the DPSS CoC/HUD Program Specialist, on or before the 10th (tenth) business day following the reporting month, regardless of the means by which the report is sent to DPSS. The fax number of the Homeless Programs Unit is provided above (3.a).
5. The Sponsor agrees to collect and maintain records of participants for required federal, state, and county reports.

J. SANCTIONS

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

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

K. TERMINATION

1. DPSS may immediately suspend or terminate this Agreement for cause upon written notice to the Project Sponsor of the action being taken. Cause shall be established if:
 - a. The Project Sponsor fails to perform the covenants herein contained at such time and in such manner as provided in this Agreement; or
 - b. There is a conflict with any federal, state or local laws, ordinance, regulation or rule rendering any provision of this Agreement invalid or untenable.
2. DPSS may also terminate or suspend this agreement without cause. DPSS will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
3. The Project Sponsor may terminate this Agreement with cause upon written notice served upon DPSS stating the extent and effective date of termination. Contractor will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
4. Upon termination of this Agreement, the Project Sponsor shall not incur any obligations after any effective date of such termination, unless expressly authorized in writing by DPSS.
5. In the event the funding from HUD is reduced, terminated or otherwise becomes unavailable, DPSS shall provide written notice to the Project Sponsor within five (5) working days from the date that HUD reduces, suspends or terminates the grant funding. This Agreement shall be either immediately terminated or amended to reflect said reduction in funds. DPSS shall make payments for all services performed up to the effective date of the termination.

L. GOVERNING LAW

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

M. NOTICES

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

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

PROJECT SPONSOR: Operation Safe House
Executive Director
9685 Hayes Street
Riverside, CA 92503

N. ASSIGNMENTS

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

O. DISPUTES

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

P. CHILD ABUSE REPORTING

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

Q. ELDER AND DEPENDENT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

R. CLIENTS CIVIL RIGHTS COMPLIANCE

1. Assurance of Compliance

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

2. Client Complaints

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

Civil Rights Complaints should be referred to:

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

3. Services, Benefits and Facilities

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

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

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

4. Cultural Competency

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

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

S. EMPLOYMENT PRACTICES

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

2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

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

T. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

U. CLEAN AIR/WATER ACTS

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

V. LEAD-BASED PAINT

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

W. AUTHORITY

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

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

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

Y. ENTIRE AGREEMENT

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

Before Starting the Project Application

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

Things to Remember

- Download and review the detailed instructions along with other resources available online at www.hudhre.info/esnaps to help successfully complete the application.
- Program policy questions and problems related to completing the application in e-snaps may be directed to HUD through the HUD HRE Virtual Help Desk, which is accessible online at www.hudhre.info/helpdesk.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number, and an active registration in the Central Contractor Registration (CCR), in order to apply for funding under the Continuum of Care (CoC) competition. For more information see the FY2012 CoC NOFA.
- To ensure that applications are considered for funding, all sections of the FY2012 CoC NOFA and the FY2012 General Section NOFA should be read carefully, and all requirements and criteria met.
- Before completing the project application, all project applicants must complete or update (as applicable) the applicant profile in e-snaps.
- Carefully complete the application and ensure that it meets the requirements of the FY2012 NOFA and the interim CoC Program regulations, effective August 30, 2012. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant.
- For legacy S+C projects requesting renewal funding, the number of units requested for each unit size in the project must be consistent with the number of units indicated on the CoC's HUD-approved FY2012 Grant Inventory Worksheet (GIW).
- For legacy SHP projects requesting renewal funding, the total budget request must be consistent with the annual renewal demand (ARD) listed on the HUD-approved FY2012 GIW. If the ARD is reduced through the CoC's reallocation process, the budget request must be reflected accordingly.
- HUD reserves the right to reduce or reject any renewal project that fails to adhere to the CoC Program and application requirements set forth in the FY2012 NOFA.

1A. Application Type

Instructions:

1. Type of Submission: This field is populated and cannot be changed.
2. Type of Application: This field is populated with the type of project application opened and cannot be changed.
3. Date Received: No action needed. This field is populated with the date on which the application is submitted. The date populated cannot be edited.
4. Applicant Identifier: Leave this field blank.
- 5a. Federal Entity Identifier: Leave this field blank.
- 5b. Federal Award Identifier: (required) This field will be blank for all renewals applications. The correct expiring grant number must be entered and exactly match the grant number entered on the HUD-approved Grant Inventory Worksheet. The number may have either 15 or 11 digits and begins with the initials of your state or territory. Here are three examples of what your grant number might look like: NY0999B2T001104, MS0999C1T001003, CA01C900151.
6. Date Received by State: Leave this field blank.
7. State Application Identifier: Leave this field blank.

Additional Resources:

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

1. Type of Submission:

2. Type of Application: Renewal Project Application

If "Revision", select appropriate letter(s):

If "Other", specify:

3. Date Received: 01/15/2013

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: CA0676B9D081104

6. Date Received by State:

7. State Application Identifier:

1B. Legal Applicant

Instructions:

8. Applicant: The following fields are populated from the Applicant Profile and must reflect the information from the applicant organization that can legally request homeless assistance funding from HUD.

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

b. Employer/Taxpayer Number (EIN/TIN): This field is populated from the Applicant Profile.

c. Organizational DUNS: This field is populated from the Applicant Profile. The number will include 9 digits. If the legal applicant organization is not in the US or is not legally organized, enter 444444444. Information on obtaining a DUNS number may be obtained online at - <http://www.dnb.com>

d. Address: This field is populated from the Applicant Profile.

e. Organizational Unit: If applicable, this field is populated from the Applicant Profile.

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

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

8. Applicant

a. Legal Name: County of Riverside

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

	c. Organizational DUNS:	152240540	PL US 4	
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d. Address

Street 1: 4060 County Circle Drive

Street 2:

City: Riverside

County: Riverside

State: California
Country: United States
Zip / Postal Code: 92503

e. Organizational Unit (optional)

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

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

Prefix: Ms.
First Name: Ann
Middle Name:
Last Name: Barnes-Dansby
Suffix:
Title: Deputy Director
Organizational Affiliation: County of Riverside
Telephone Number: (951) 358-5636
Extension:
Fax Number: (951) 358-7755
Email: adansby@riversidedpss.org

1C. Application Details

Instructions:

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

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

11. Catalog Of Federal Domestic Assistance (CFDA) Title/Number: This field is populated with the CFDA title and number.

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

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

Additional Resources:

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

9. Type of Applicant: B. County Government

If "Other" please specify:

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

11. Catalog of Federal Domestic Assistance CoC Program
Title:

CFDA Number: 14.267

12. Funding Opportunity Number: FR-5600-N-41

Title: Continuum of Care Homeless Assistance
Competition

13. Competition Identification Number:

Title:

1D. Congressional District(s)

Instructions:

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

15. Descriptive Title of Applicant's Project: This field is populated with the name entered on the Project form when the project application was initiated. Return to the Project form to make changes to the name.

16. Congressional District(s):

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

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

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

18. Estimated Funding: Leave these fields blank.

Additional Resources:

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

14. Area(s) affected by the project (State(s) only): California
(for multiple selections hold CTRL key)

15. Descriptive Title of Applicant's Project: OSH Main Street Transitional Living Program

16. Congressional District(s):

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

b. Project: CA-044

(for multiple selections hold CTRL key)

17. Proposed Project

a. Start Date: 03/01/2013

b. End Date: 02/28/2014

18. Estimated Funding (\$)

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

1E. Compliance

Instructions:

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

Click the following link to access the lists of those states that have chosen to participate in the intergovernmental review process: http://www.whitehouse.gov/omb/grants_spoc

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

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

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

Additional Resources:

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

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

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

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

If "YES," provide an explanation:

1F. Declaration

Instructions:

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

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

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

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

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

I AGREE:

21. Authorized Representative

Prefix: Ms.

First Name: Susan

Middle Name:

Last Name: Loew

Suffix:

Title: Director

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



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

Email: sloew@riversidedpss.org

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

Date Signed: 01/15/2013

2A. Project Subrecipients

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

Total Expected Sub-Awards: \$138,342

Organization	Type	Sub-Award Amount
Operation SafeHouse	M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)	\$138,342

2A. Project Subrecipients

Instructions:

Enter the contact information for a person designated by the subrecipient who has the authority to act on the subrecipient's behalf.

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

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

If Other, please specify: Enter the other type of business organization that best describes the subrecipient.

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

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

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

f. Congressional District(s): (required) Select the congressional district(s) in which the subrecipient is located.

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

h. Prior Federal Grant Recipient: (required) Select Yes or No to indicate if the subrecipient has ever received a federal grant.

i. Expected Sub-Award Amount: (required) Enter the total amount of funds that the applicant expects to award to this subrecipient. The amount must be in whole dollars (i.e. no decimals – only dollars, and not cents). This sum will be added to the total expected sub-award amount from all subrecipients automatically calculated on the parent form.

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

Additional Resources:

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

a. Organization Name Operation SafeHouse

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

If "Other" specify:

c. Employer or Tax Identification Number: 33-0326090

	* d. Organizational DUNS:	795391234	PL US 4	
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e. Physical Address

Street 1 9685 Hayes Street

Street 2

City Riverside

State California

Zip Code 92503

f. Congressional District(s): CA-044
(for multiple selections hold CTRL key)

g. Is the subrecipient a Faith-Based Organization? No

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

i. Expected Sub-Award Amount: \$138,342

j. Contact Person

Prefix Ms.

First Name Kathy

Middle Name

Last Name McAdara

Suffix
Title Executive Director
E-mail Address safehouse9@aol.com
Confirm E-mail Address safehouse9@aol.com
Phone Number 951-351-4418
Extension
Fax Number 951-351-4265

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

3A. Project Detail

Instructions:

Complete all fields on this form, as appropriate. Please ensure that the information provided is both accurate and complete in light of the implementation of the HEARTH Act and the interim CoC program regulations, effective August 30, 2012. The selections made on this form will determine the remaining forms that must be completed with this application.

1. Expiring Grant Number: This field is populated with the expiring grant number entered as the "Federal Award Identifier" on form 1A. Application Type of this application.

2a. CoC Number and Name: Select the appropriate Continuum of Care (CoC) number and name. The CoC Name is defined by geography and is independent of the legal name of the authorized CoC lead agency.

2b. CoC Applicant Name: (required) Select the appropriate authorized CoC collaborative applicant. The CoC applicant name corresponds with the CoC collaborative applicant with which the project applicant is choosing to submit their application. This collaborative applicant will receive the application and determine whether to include it with the CoC application submission to HUD. In the extremely rare instance that two different CoC collaborative applicants are applying under the same CoC number, the project applicant must select the appropriate CoC collaborative applicant name from the available options. It is incumbent upon the project applicant to correctly identify the appropriate CoC collaborative applicant name. Project applicants who are unsure of which CoC collaborative applicant name to select should contact their preferred CoC collaborative applicant.

3. Project Name: This field is populated with the FY2012 project name from the Project form used to create the project in e-snaps. Return to the Project form to make changes to the name.

4. Project Status: This field is populated with the option "Standard" and should only be changed to "Appeal" for projects that are appealing a CoC's decision to reject the application. All other projects should leave the field with the option "Standard." If "Appeal" is selected, an additional Appeal form will become visible toward the end of the application and additional attachments will be required on the attachments form.

5. Component Type: Select the component that appropriately identifies the project. The component type selected here must match the component type listed in the HUD-approved FY2012 GIW.

6. Energy star: (required) Select Yes or No to indicate whether or not energy star is being (or will be) used at one or more of the properties that will receive assistance using the requested funds.

7. Title V: (required) Select Yes or No to indicate whether or not one or more of the project properties has been conveyed under Title V.

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

1. Expiring Grant Number: CA0676B9D081104

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

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

2b. CoC Applicant Name: County of Riverside

3. Project Name OSH Main Street Transitional Living Program

4. Project Status Standard

5. Component Type: TH

6. Is Energy Star used at one or more of the proposed properties? Yes

7. Does this project use one or more properties that have been conveyed through the Title V process? No

3B. Project Description

Instructions:

Complete all fields on this form, as appropriate.

ALL PROJECTS

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

PH, TH, AND SSO PROJECTS ONLY

2. Do you plan on serving youth under category 3 of the homeless definition, "unaccompanied youth and families with children who are defined as homeless under other federal statutes and who do not otherwise qualify as homeless under this definition"? (required) To become eligible for serving youth under category 3, CoCs must first request and receive HUD approval. The CoC must then list the projects that will serve this population on the CoC applicant. The selection to this question must match the CoC application. Please confirm with your CoC before selecting "Yes."

TH PROJECTS ONLY

3. Maximum number of months participants are allowed to be housed at the project sites(s): (required) Use the text box provided to enter any number of months less than or equal to 24. Only numbers will be accepted.

PH PROJECTS ONLY

3. Will the project provide RRH? (required) The CoC program regulations describe two eligible types of PH, RRH and PSH. Select Yes if you plan on providing RRH, and NO if you plan on providing PSH. Applicants that select Yes will only be able to select short-term/medium-term rental assistance as a housing option. Applicants that select No will only be able to select long-term rental assistance, leased units, or leased structures as a housing option.

PH AND TH PROJECTS ONLY

4a. If applicable, indicate the type of rental assistance: (required) If applying for rental assistance, select either PRA, for project based, SRA, for sponsor based, or TRA, for tenant based. This field will populate the rental assistance budget forms. Applicants not applying for rental assistance should select N/A.

4b. Indicate the maximum length of rental assistance: (for rental assistance projects only) If applying for rental assistance, select either Up to 3 months; Up to 12 months; Up to 18 months; Up to 24 months; or, Unlimited assistance.

4c. Describe the method for determining the type, amount, and duration of rental assistance that participants can receive: (for rental assistance projects only) Provide a narrative description of the method used to determine the assistance described in 6a and 6b.

4d. Was the project originally awarded with a leased units budget line item that is now being converted to rental assistance? (required) Select No from the dropdown if the project was originally awarded under the S+C Program. Select Yes from the dropdown if the project was originally awarded under the SHP Program. A change from leasing to rental assistance must be reflected in the HUD-approved FY2012 GIW.

Additional resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/coc/>

1. Provide a description that addresses the entire scope of the proposed project.

The Main Street Transitional Living Program provides a 24-month program in an apartment like setting for older homeless youth ages 18 through 23. Participants live independently in one or two bedroom apartments and receive daily support provided by Case Managers. Clients work one-on-one with a counselor to resolve any mental health issues they may have. A Job Skills Coordinator is provided to assist youth in filling out applications, writing resumes, seeking employment and job etiquette. Life Skills Education is given to our residents to teach them how to cook, clean, hygiene, grocery shopping and how to live within their means. A financial education is also provided by volunteers from a local bank. They instruct our youth on the importance of good credit, how to open a bank account, how to maintain a savings account and how to pay bills. SafeHouse is also teaching youth about giving back and community responsibility by involving them in five community service projects a year. SafeHouse provides clients with an apartment, food, electricity, gas, water, trash, books for school, baby supplies for their children (if any), all household goods (bedding, towels, kitchen and bathroom necessities) and some clothing. In exchange for providing these items, we require that clients save a minimum of 50% of their income. This means that at the end of 24 months they will have the means to secure and maintain permanent housing for themselves and their dependents.

The target population:

- oYoung adults ages 18- 21 and their children, if any.
- oOlder youth transitioning out of the foster care system.
- oHomeless youth who are in dangerous living situations such as streets, cars, flop houses.

The required program components include:

- oDemonstrate motivation to succeed in obtaining education / employment skills permanent housing (work toward the goal of self-sufficiency).
- oAssist with the development of their own case management plans, including individual/group counseling.
- oWhen employed, agreeable to development of savings plan.
- oAttend required life skill classes to develop healthy independent living.

Program Goals:

- oOffer safe transitional living for homeless youth for up to 24 months.
- oTo move young people into „living wage“ jobs by assisting with job training and education.
- oTo improve mental health and self esteem through on going counseling and support.
- oTo transition youth into fully functioning „adults“ through life skills training, financial assistance and education assistance, medical and dental assistance, and daily interaction in society.

The ultimate goal of the Main Street Transitional Living Program is to break the cycle of homelessness and move youth to permanent and safe living situations.

2. Do you plan on serving youth under category 3 of the HUD homeless definition, "unaccompanied youth and families with children who are defined as homeless under other federal statutes and who do not otherwise qualify as homeless under this definition"? Yes
(Your CoC must request and receive HUD approval before project applicants can serve youth under category 3)

3. Maximum number of months participants are allowed to be housed at the project site(s): 24

(must not exceed 24 months)

4a. If applicable, indicate the type of rental assistance: N/A

4A. Supportive Services for Participants

Instructions:

The information entered into the form fields below should record the capacity of the project to efficiently provide supportive services to program participants. Please ensure that the information provided is both accurate and complete in light of the implementation of the HEARTH Act and the new Continuum of Care Regulations.

1. Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families: (required) Select Yes, No, or N/A to indicate whether the project policies provide for educational and related services to individuals and families experiencing homelessness, and if the policies are consistent with local and federal educational laws, including the McKinney-Vento Act. Only projects that do not serve families or unaccompanied youth should select N/A.
2. Does the proposed project have a designated staff person to ensure that children are enrolled in school and receive educational services, as appropriate: (required) Select Yes, No, or N/A to indicate whether the project has a designated staff person responsible for ensuring that children are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services. Only projects that do not serve families or unaccompanied youth should select N/A.
3. Describe the reason(s) for non-compliance with educational laws, and the corrective action to be taken prior to grant agreement execution: Answer with a text response if 'No' has been selected for either question 1 or 2.
4. Specify the frequency of supportive services to be provided to project participants: (required) - select the frequency (daily, weekly, bi-weekly, monthly, bi-monthly, quarterly, does not apply) of each basic supportive service provided to participants. Basic supportive services include: assistance with moving costs, case management, child care, education services, employment assistance and job training, food, housing search and counseling services legal services, life skills training, mental health services, outpatient health services, outreach services, substance abuse treatment services, transportation, and utility deposit.
5. How accessible are basic community amenities (e.g., medical facilities, grocery store, recreation facilities, schools, etc.) to the project? (required) Select the level of accessibility of basic community amenities for project participants. Basic community amenities should be within reach of participants via walking, public transportation, driving, or transportation provided by the project. Select "Yes, very accessible" if there are no transportation barriers and amenities are easily within reach of all participants, "Somewhat accessible," if there are minor transportation barriers and "within reach" requires effort for participants, and select "Not accessible" if significant barriers prevent reasonable access to community amenities.



Additional resources:

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

1. Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families? Yes

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

4B. Housing Type and Location

The following list summarizes each housing site in the project. To add a housing site to the list, select the  icon. To view or update a housing site already listed, select the  icon.

Total Units: 13

Total Beds: 20

Total CH Beds: 0

Housing Type	Units	Beds	CH Beds
Clustered apartments	13	20	0

4B. Housing Type and Location Detail

Instructions:

1. **Housing Type:** (required) Select the proposed Housing Type from the dropdown menu. Refer to the detailed instructions document for a definition of each Housing Type.

2. Indicate the maximum number of units, beds, and chronically homeless (CH) beds (if applicable) available for project participants at the selected housing site.

a. **Units:** (required) Enter or update the maximum number of units available for housing project participants at the selected Housing Type.

b. **Beds:** (required) Enter or update the maximum number of beds available for housing project participants at the selected Housing Type.

c. **CH Beds:** (required) Enter or update the number of beds designated and targeted to chronically homeless available for housing project participants at the selected Housing Type. The CH Beds field accounts for a subset of the number reported in the Beds field and should therefore be smaller than or equal to the number reported in the Beds field. The entry for Beds includes CH beds - CH Beds does not represent a separate group of beds.

3. **Address:** (required) Enter the physical address for this proposed project. For Scattered-site and Single family home housing, or for projects that have units at multiple locations, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. If the project uses tenant based rental assistance, or if the address for scattered-site or single family homes housing cannot be identified at the time of application, enter the address for the program administration office.

4. Select the geographic area(s) associated with the address: (required) Indicate the geographic location(s) of the selected Housing Type.

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

1. Housing Type: Clustered apartments

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

a. **Units:** 13

b. **Beds:** 20

c. **CH Beds:** 0

3. Address:

Street 1: 4509 & 4539 Main Street

Street 2:

City: Riverside

State: California

ZIP Code: 92501

4. Select the geographic area(s) associated with the address: 069065 RIVERSIDE COUNTY, 062367
(for multiple selections hold CTRL Key) MORENO VALLEY, 060828 CORONA, 063048
RIVERSIDE

4C. HMIS Participation

Instructions:

1. Does this project provide client level data to the HMIS at least annually? (required) Select Yes of No from the drop down menu.

2a. Indicate the reason for non-participation in the HMIS: (required if No to 1) If No selected for question 1, select one or more of the following reasons for not participating in the CoC's HMIS: Federal law prohibits, State law prohibits, New project not yet operating, and other.

2b: For Federal/State prohibition, cite the applicable law. For "Other" provide explanation: Use the text box provided to detail

2a. Indicate the number of clients served from 1/1/2011 – 12/31/2011, indicate the number reported in the HMIS: This question will only be visible if Yes selected for question 1. Only positive integers will be accepted. This is a cumulative yearly count of clients served.

2b. Of the clients served from 1/1/2011 – 12/31/2011, indicate the number reported in the HMIS: Indicate a number that is smaller than or equal to the answer in 2a. Only positive integers will be accepted.

3. Indicate in the grid below the percentage of HMIS client records with 'null or missing values' or 'unknown values': This question will only be visible if Yes selected for question 1. At least one value must be entered into the grid. Indicate in the applicable fields what percentage of each data element are null or missing values, and what percentage of each data element were reported as 'Don't' know or refused'.

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

1. Does this project provide client level data to HMIS at least annually? Yes
 Click on the "Save" button below to enter additional information.

2a. Indicate the number of clients served from 1/1/2011 - 12/31/2011 39

2b. Of the clients served from 1/1/2011 - 12/31/2011, indicate the number reported in the HMIS 39

3. Indicate in the grid below the percentage of HMIS client records with 'null or missing values' or 'unknown values.' Please add a value for each cell below. If there are no values to report for a cell, please enter "0".

Data Quality	Null or Missing Values (%)	Don't Know or Refused (%)
Name	0%	0%
Social Security Number	0%	0%

Date of Birth	0%	0%
Ethnicity	0%	0%
Race	0%	0%
Gender	0%	0%
Veteran Status	0%	0%
Disabling Condition	0%	0%
Residence Prior to Prog. Entry	0%	0%
Zip Code of Last Permanent Address	0%	0%

5A. Project Participants - Households

Instructions:

In each white field list the number of households or persons served at maximum program capacity. The numbers here are intended to reflect a single point in time at maximum occupancy and not the number served over the course of a year or grant term. Dark grey cells are not applicable and light grey cells will be totaled automatically.

Households: This column is automatically populated with Total Number of Households. Please note that these categories have changed as of the implementation of HEARTH and the new CoC regulations. This is the first time total households have been subdivided into the following columns.

Households with at least One Adult and One Child: Enter the total number of households with at least one adult and one child. To fall under this column and household type, there must be at least one person at or above the age of 18, and at least one person under the age of 18.

Adult Households without Children: Enter the total number of adult households without children. To fall under this column and household type, there must be at least one person at or above the age of 18, and no persons under the age of 18.

Households with Only Children: Enter the total number of households with only children. To fall under this column and household type, there may not be any persons at or above the age of 18, and only persons under the age of 18.

Characteristics: This column is automatically populated with standard reporting categories determined by HUD. Please note that these categories have changed as of the implementation of HEARTH and the new CoC regulations. Most significantly, a new age range of 18 to 24 has been included to capture the expanded HUD definition of Youth as persons under the age of 25.

Persons in Households with at least One Adult and One Child: Enter the number of persons in households with at least one adult and one child for each demographic row. To fall under this column and household type, there must be at least one person at or above the age of 18, and at least one person under the age of 18.

Adult Persons in Households without Children: Enter the number of persons in households without children for each demographic row. To fall under this column and household type, there must be at least one person at or above the age of 18, and no persons under the age of 18.

Persons in Households with Only Children: Enter the number of persons in households with only children for each demographic row. To fall under this column and household type, there may not be any persons at or above the age of 18, and only persons under the age of 18.

Totals: All total field will calculate automatically when at least one household field and one persons field is entered and saved.

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

Households	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Total Number of Households	1	19	0	20

Characteristics	Persons in Households with at Least One Adult and One Child	Adult Persons in Households without Children	Persons in Households with Only Children	Total
Disabled Adults over age 24				0
Non-disabled Adults over age 24				0
Disabled Adults ages 18-24				0
Non-disabled Adults ages 18-24	1	19		20
Accompanied Disabled Children under age 18			0	0
Accompanied Non-disabled Children under age 18	1		0	1
Unaccompanied Disabled Children under age 18			0	0
Unaccompanied Non-disabled Children under age 18			0	0
Total Number of Adults over age 24	0	0		0
Total Number of Adults ages 18-24	1	19		20
Total Number of Children under age 18	1		0	1
Total Persons	2	19	0	21

Click Save to automatically calculate totals

5B. Project Participants - Subpopulations

Instructions:

In each white field list the number of persons served at maximum program capacity. The numbers here are intended to reflect a single point in time at maximum capacity and not the number served over the course of a year or grant term. Dark grey cells are not applicable and light grey cells will be totaled automatically.

Complete each of the following three charts according to their respective household types. For each household type included on the previous form, 5A, applicants must fill in at least one cell on the corresponding chart on form 5B.

The first chart should include only persons in households with at least one adult and one child. To be listed on this chart, a person must be part of a household with at least one person at or above the age of 18, and at least one person under the age of 18.

The second chart should include only persons in adult households without children. To be listed on this chart, a person must be part of a household with at least one person at or above the age of 18, and no persons under the age of 18.

The third chart should include only persons in households with only children. To be listed on this chart, a person must be part of a household with no persons at or above the age of 18, and only persons under the age of 18.

Characteristics: This column is automatically populated with standard reporting categories determined by HUD. Please note that these categories have changed as of the implementation of HEARTH and the new CoC regulations. Most significantly, a new age range of 18 to 24 has been included to capture the expanded HUD definition of Youth as persons under the age of 25.

Chronically Homeless Non-Veterans: Enter the total number of persons who meet the HUD definition of chronically homeless but who are not veterans.

Chronically Homeless Veterans: Enter the total number of persons who meet the HUD definition of chronically homeless and who are veterans

Non-Chronically Homeless Veterans: Enter the total number of persons who are veterans but who do not meet the HUD definition of chronically homeless.

Chronic Substance Abuse: Enter the total number of persons who meet the definition for chronic substance abuse.

Persons with HIV/AIDS: Enter the total number of persons with HIV/AIDS

Severally Mentally Ill: Enter the total number of persons who meet the definition of severely mentally ill.

Victims of Domestic Violence: Enter the total number of persons who are victims of domestic violence.

Total Persons: Total fields will calculate automatically when the form is saved.

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

Persons in Households with at Least One Adult and One Child

Characteristics	Chronically Homeless Non-Veterans	Chronically Homeless Veterans	Non-Chronically Homeless Veterans	Chronic Substance Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domestic Violence
Disabled Adults over age 24							
Non-disabled Adults over age 24							
Disabled Adults ages 18-24							
Non-disabled Adults ages 18-24							
Disabled Children under age 18							
Non-disabled Children under age 18							
Total Persons	0	0	0	0	0	0	0

Click Save to automatically calculate totals

Persons in Households without Children

Characteristics	Chronically Homeless Non-Veterans	Chronically Homeless Veterans	Non-Chronically Homeless Veterans	Chronic Substance Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domestic Violence
Disabled Adults over age 24							
Non-disabled Adults over age 24							
Disabled Adults ages 18-24							
Non-disabled Adults ages 18-24							
Total Persons	0	0	0	0	0	0	0

Click Save to automatically calculate totals

Persons in Households with Only Children

Characteristics	Chronically Homeless Non-Veterans	Chronically Homeless Veterans	Non-Chronically Homeless Veterans	Chronic Substance Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domestic Violence
Accompanied Disabled Children under age 18							
Accompanied Non-disabled Children under age 18							
Unaccompanied Disabled Children under age 18							
Unaccompanied Non-disabled Children under age 18							
Total Persons	0			0	0	0	0

5C. Outreach for Participants

Instructions:

Complete all fields on this form, as appropriate. Please ensure that the information provided is both accurate and complete in light of the implementation of the HEARTH Act and the new Continuum of Care Regulations.

1. Enter the percentage of homeless person(s) who will be served by the proposed project for each of the following locations: (required) Enter a percentage (between 0% and 100%) in each field corresponding to the following places that your clients will be coming from:

- Directly from the street or other locations not meant for human habitation
- Directly from emergency shelters
- Directly from safe havens
- From transitional housing and previously resided in a place not meant for human habitation or emergency shelters, or safe havens
- Persons at imminent risk of losing their night time residence
- Homeless persons as defined under other federal statutes
- Persons fleeing domestic violence

Total of above percentages: The percentages entered will automatically sum when all required fields are entered and saved. A warning message will appear if the total is greater than 100%.

2. If the total is less than 100% identify the other location(s) and how the persons meet HUD's definition of homeless: (required only if total less than 100%) Indicate all other places from which homeless persons enter the project in the text box provided.

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

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

70%	Directly from the street or other locations not meant for human habitation.
5%	Directly from emergency shelters.
	Directly from safe havens.
	From transitional housing and previously resided in a place not meant for human habitation or emergency shelters, or safe havens.
25%	Persons at imminent risk of losing their night time residence.
	Homeless persons as defined under other federal statutes.
	Persons fleeing domestic violence.
100%	Total of above percentages

2. If the total is less than 100 percent, identify the other location(s) and how the persons meet HUD's definition of homeless and/or homeless under other federal statutes.

6A. Standard Performance Measures

Instructions:

For each applicable question on this form, the Applicant must establish performance measurement goals for this project. Applicants are required to set at least one housing stability and one income-related performance measure on which the recipient will report performance in the Annual Performance Report (APR).

1. Housing Measures: (required for PH component types)

Persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year: Count every participant who is still living in your units supported by your facility, or clients who have exited your units and moved into another permanent housing situation

1. Housing Measures: (required for TH component types)

Persons exiting to permanent housing (subsidized or unsubsidized) during the operating year: Count every participant who has exited your units and moved into another permanent housing situation

1. Housing Measures: (required for SSO component types)

(If Street Outreach)

a. Persons placed into housing (ES, TH, SH, or PH) as a result of the street outreach program during the operating year: Count every participant who has moved into any shelter or housing situation.

(If non-Street Outreach but with a housing related goal)

a. Persons exiting to permanent housing (subsidized or unsubsidized) during the operating year: Count every participant who has moved into another permanent housing situation.

2. Income Measure: (required to choose one for PH component types)

a. Persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Total income can include all sources, public and private.

b. Persons age 18 through 61 who maintained or increased their earned income as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Earned income should only include income from wages and private investments, and not public benefits.

2. Income Measure: (required to choose one for TH component types)

a. Persons age 18 and older who increased their total income (from all sources) as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Total income can include all sources, public and private.

b. Persons age 18 through 61 who increased their earned income as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Earned income should only include income from wages and private investments, and not public benefits.

2. Income Measure: (required to choose one for SSO component types)

(If non-Street Outreach but with a housing related goal only)

a. Persons age 18 and older who increased their total income (from all sources) as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Total income can include all sources, public and private.

OR

b. Persons age 18 through 61 who increased their earned income as of the end of the operating year or program exit. Not applicable for youth below the age of 18. Earned income should only include income from wages and private investments, and not public benefits.

3. Among persons who entered with an unmet need associated with a condition listed below, indicate how many received the services for that condition by the time they exited? (required for SSO component types if Street Outreach)

Consider all participants that your project might serve over the next 12 months. Fill out each row as each condition is applicable for the project's population. Leave fields blank in rows for conditions that are not applicable to the population being served.

For each measure, fill in the blank cells according to the following instructions:

Universe (#): Enter the total number of persons about whom the measure is expected to be reported. The Universe is the total pool of persons that could be affected.

Target (#): Enter the number of applicable clients from the universe who are expected to achieve the measure within the operating year. The Target is the total number of persons from the pool that are affected.

Target (%): This field will be calculated automatically when all required fields are entered and saved. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%."

Additional Resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/coc/>

**1. Specify the universe and target for the housing measure.
 Click 'Save' to calculate the target percent (%).**

Housing Measure	Target (#)	Universe (#)	Target (%)
a. Persons exiting to permanent housing (subsidized or unsubsidized) during the operating year.	16	20	80%

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

Income Measure	Target (#)	Universe (#)	Target (%)
a. Persons age 18 and older who increased their total income (from all sources) as of the end of the operating year or program exit.			0%
OR			
b. Persons age 18 through 61 who increased their earned income as of the end of the operating year or program exit.	4	20	20%

6B. Additional Performance Measures

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

Proposed Measure
This list contains no items

7A. Funding Request

Instructions:

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

1. Is there an active restrictive covenant on one or more of the project properties? (required) Select Yes or No to indicate whether or not one or more of the project properties are subject to an active restrictive covenant.

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

3. Has this project been reduced through the reallocation process? (required) Select Yes or No to indicate whether the renewal project is reduced through the reallocation process.

4. Select a grant term: (required) This field will be populated with a one year grant term.

5. Select the costs for which funding is being requested: (required) All projects must identify the eligible activities for which funding is being requested. Depending on the project type, the following eligible costs may be listed: leased units, leased structures, short-term/medium-term rental assistance, long-term rental assistance, supportive services, operations, and HMIS. Indicate only those activities listed on the HUD-approved FY2012 GIW.

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

1. Is there an active restrictive covenant on one or more of the project properties? Yes

2. Was the original project awarded funding (in part or whole) under a special housing initiative? No

3. Are the requested renewal funds reduced from the previous award using reallocation? No

4. Select a grant term: 1 Year

5. Select the costs for which funding is being requested:

Leased Units	
Leased Structures	
Short-Term/Medium-term Rental Assistance	
Supportive Services	X
Operations	X
HMIS	X

7F. Supportive Services Budget

Instructions:

Enter the quantity and total budget request for each supportive services cost. The request entered should be equivalent to the cost of one year of the relevant supportive service. Please ensure that the information provided is both accurate and complete in light of the implementation of the HEARTH Act and the interim CoC program regulations, effective August 30, 2012.

Eligible Costs: The system populates a list of eligible supportive services for which funds can be requested. The costs listed are the only costs allowed under the CoC Program regulations. Refer to the CoC Program rule for details on eligible supportive services costs.

Quantity Detail: (required) Enter the quantity in detail (e.g. 1 FTE Case Manager Salary + benefits, or child care for 15 children) for each supportive service activity for which funding is being requested.

Annual Assistance Requested: (required) For each grant year, enter the amount (\$) requested for each activity. The amount entered must only be the amount that is DIRECTLY related to providing supportive services to homeless participants. The request should match the budget amounts identified on the HUD-approved FY2012 GIW.

Total Annual Assistance Requested: This field is automatically calculated based on the sum of the annual assistance requests entered for each activity.

Grant Term: This field is populated based on the grant term selected on the "Funding Request" screen and will be read only on the 'Funding Request' form.

Total Request for Grant Term: This field is automatically calculated based on the per month rent entered in the first field, multiplied by 12 months, multiplied by the grant term.

All automatic fields will be calculated once the required field has been completed and saved.

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

A description must be entered for Quantity. Any costs without a Quantity description will be removed from the budget.

Eligible Costs	Quantity Description (max 400 characters)	Annual Assistance Requested
1. Assessment of Service Needs		
2. Assistance with Moving Costs		
3. Case Management	Staff .5 & .25 fte inc fringe/benes	\$30,528
4. Child Care		
5. Education Services	.5 fte education & job coach	\$15,849
6. Employment Assistance		
7. Food		
8. Housing/Counseling Services		
9. Legal Services		
10. Life Skills		

11. Mental Health Services	.25 FTE	\$19,121
12. Outpatient Health Services		
13. Outreach Services		
14. Substance Abuse Treatment Services		
15. Transportation	gas	\$113
16. Utility Deposits		
Total Annual Assistance Requested		\$65,611
Grant Term		1 Year
Total Request for Grant Term		\$65,611

Click the 'Save' button to automatically calculate totals.

7G. Operating Budget

Instructions:

Enter the quantity and total budget request for each operating cost. The request entered should be equivalent to the cost of one year of the relevant operations activity. Please ensure that the information provided is both accurate and complete in light of the implementation of the HEARTH Act and the interim CoC regulations, effective August 30, 2012.

Eligible Costs: The system populates a list of eligible operating costs for which funds can be requested. The costs listed are the only costs allowed under the CoC Program regulations. Refer to the CoC Program rule for details on eligible operating costs.

Quantity Detail: (required) Enter the quantity in detail (eg. .75 FTE hours and benefits for staff, utility types, monthly allowance for food and supplies) for each operating cost for which funding is being requested.

Annual Assistance Requested: (required) For each grant year, enter the amount (\$) requested for each activity. The amount entered must only be the amount that is DIRECTLY related to operating the housing or supportive services facility. The request should match the budget amounts identified on the HUD-approved FY2012 GIW.

Total Annual Assistance Requested: This field is automatically calculated based on the sum of the annual assistance requests entered for each activity.

Grant Term: This field is populated based on the grant term selected on the "Funding Request" screen and will be read only.

Total Request for Grant Term: This field is automatically calculated based on the per month rent entered in the first field, multiplied by 12 months, multiplied by the grant term.

All automatic fields will be calculated once the required field has been completed and saved.

Additional Resources:

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

A description must be entered for Quantity. Any costs without a Quantity description will be removed from the budget.

Eligible Costs	Quantity Description (max 400 characters)	Annual Assistance Requested
1. Maintenance/Repair	site main/repair	\$7,795
2. Property Taxes and Insurance	annually	\$7,750
3. Replacement Reserve		
4. Building Security		
5. Electricity, Gas, and Water	1120 mo	\$13,432
6. Furniture	annually	\$8,664
7. Equipment (lease, buy)	printer/copier lease	\$24,984
Total Annual Assistance Requested		\$62,625
Grant Term		1 Year
Total Request for Grant Term		\$62,625

Click the 'Save' button to automatically calculate totals.

7H. HMIS Budget

Instructions:

Enter the quantity and total budget request for each HMIS cost. The request entered should be equivalent to the cost of one year of the relevant HMIS activity.

The system populates a list of eligible costs associated with the implementation of an HMIS and for which CoC funds can be requested.

1. **Equipment:** eligible equipment costs are for central server(s), personal computers and printers, networking, and security.
2. **Software:** eligible software costs are for software/user licensing, software installation, support and maintenance, and supporting software tools.
3. **Services:** eligible services costs are for training by third parties, hosting/technical services, programming (customization), programming (system interface), programming (data conversion), security assessment setup, on-line connectivity (internet access), facilitation, and disaster and recovery.
4. **Personnel:** eligible personnel costs are for project management/coordination, data analysis, programming, technical assistance and training, and administrative support staff.
5. **Space & Operations:** eligible space and operations costs are for space costs and operational costs associated with that space.

Quantity Detail: (required) Enter the quantity in detail (eg. .75 FTE hours and benefits for staff, utility types, monthly allowance for food and supplies) for each HMIS cost for which funding is being requested.

Annual Assistance Requested: (required) For each grant year, enter the amount (\$) requested for each activity. The request should match the budget amounts identified on the HUD-approved FY2012 GIW.

Total Annual Assistance Requested: This field is automatically calculated based on the sum of the annual assistance requests entered for each activity.

Grant Term: This field is populated based on the grant term selected on the "Funding Request" screen and will be read only.

Total Request for Grant Term: This field is automatically calculated based on the per month rent entered in the first field, multiplied by 12 months, multiplied by the grant term.

All automatic fields will be calculated once the required field has been completed and saved.

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

A description must be entered for Quantity. Any costs without a Quantity description will be removed from the budget.

Eligible Costs	Quantity Description (max 400 characters)	Annual Assistance Requested
1. Equipment		
2. Software		

3. Services		
4. Personnel	staff	\$1,056
5. Space & Operations		
Total Annual Assistance Requested		\$1,056
Grant Term		1 Year
Total Request for Grant Term		\$1,056

Click the 'Save' button to automatically calculate totals.

7I. Summary Budget

Instructions:

The system populates a summary budget based on the information entered into each preceding budget form. Review the data and return to the previous forms to correct any inaccurate information. All fields are read only with exception to the Total Requested for Grant Term for Admin, Cash Match, and In-Kind Match.

Admin (Up to 10%): Enter the amount (\$) of requested administration funds. The request should match the amount identified on the HUD-approved FY2012 GIW. The grant will not fund greater than 10% of the request listed in the field "Sub-Total Eligible Costs Request." If an ineligible amount is entered, the system will report an error and prevent application submission when the form is saved.

Cash Match: (required) Enter the total amount of funds (\$) that the applicant will use for the project provided by sources other than the CoC program grant.

In-Kind Match: (required) Enter the total dollar value of non-cash resources that the applicant will use for the project provided by sources other than the CoC program grant.

Total Match: This field will automatically calculate the total combined value (\$) of the Cash and In-Kind Match. The total match must equal a minimum of 25% of the request listed in the field "Total Eligible Costs Requested" minus the amount requested for Leased Units and Structures. There is no upper limit for Match. If an amount less than 25% is entered, the system will report an error and prevent application submission when the form is saved.

Cash and In-Kind Match entered into the budget must qualify as eligible program expenses under the CoC program regulations. Compliance with eligibility requirements will be verified at grant agreement.

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

Additional Resources:

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

The following information summarizes the funding request for the total term of the project. However, the appropriate amount of cash and in-kind match and administrative costs must be entered in the available fields below.

Eligible Costs	Annual Assistance Requested (Applicant)	Grant Term (Applicant)	Total Assistance Requested for Grant Term (Applicant)
1a. Leased Units	\$0	1 Year	\$0
1b. Leased Structures	\$0	1 Year	\$0
2. Housing Relocation and Stabilization	\$0	1 Year	\$0
3. Short-term/Medium-term Assistance	\$0	1 Year	\$0
4. Long-term Rental Assistance	\$0	1 Year	\$0
5. Supportive Services	\$65,611	1 Year	\$65,611

6. Operating	\$62,625	1 Year	\$62,625
7. HMIS	\$1,056	1 Year	\$1,056
8. Sub-total Costs Requested			\$129,292
9. Admin (Up to 10%)			\$9,050
10. Total Assistance plus Admin Requested			\$138,342
11. Cash Match			\$34,586
12. In-Kind Match			
13. Total Match			\$34,586
14. Total Budget			\$172,928

7J. Sources of Leverage

The following list summarizes the funds that will be used as leverage for the project. To add a leveraging source to the list, select the icon. To view or update a leveraging source already listed, select the icon.

Total Value of Cash Commitments: \$460,418

Total Value of In-Kind Commitments: \$0

Total Value of All Commitments: \$460,418

Type	Contributor	Source	Date of Commitment	Value of Commitments
Cash	OSH/ Cal Welness	Private	06/12/2012	\$225,000
Cash	OSH, DHHS	Government	09/26/2012	\$200,000
Cash	OSH/United Way	Private	--	\$28,918
Cash	OSH/CDBG	Government	09/08/2012	\$6,500

Leverage Detail

Instructions:

Leveraged Resources: Applicants are encouraged to identify as many resources as possible, above the statutory and regulatory requirements to match the requested CoC program funds. If a written commitment is not in-hand at the time of application, however, 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.

1. **Type of Commitment:** (required) Select Cash or In-kind to denote the type of contribution being used as leverage for this project.
2. **Name the Source of the Commitment:** (required) Enter the name of the entity providing the contribution.
3. **Type of source:** (required) Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP), HUD-VASH (VA Supportive Housing program), and the American Reinvestment and Recovery (ARRA) Act funds may be considered Government sources. Project applicants are encouraged to leverage the funds from these sources, whenever possible. A CoC may receive extra points if any of its project applicants identify NSP funds as a source of leverage for one or more projects.
4. **Date of written commitment:** (required) Enter the date of the written contribution.
5. **Value of written commitment:** (required) Enter the total dollar value of the contribution.

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

1. **Type of Commitment:** Cash
2. **Name the Source of the Commitment:** OSH/ Cal Wellness
3. **Type of Source:** Private
4. **Date of Written Commitment:** 06/12/2012
5. **Value of Written Commitment:** \$225,000

Leverage Detail

Instructions:

Leveraged Resources: Applicants are encouraged to identify as many resources as possible, above the statutory and regulatory requirements to match the requested CoC program funds. If a written commitment is not in-hand at the time of application, however, 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.

1. Type of Commitment: (required) Select Cash or In-kind to denote the type of contribution being used as leverage for this project.
2. Name the Source of the Commitment: (required) Enter the name of the entity providing the contribution.
3. Type of source: (required) Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP), HUD-VASH (VA Supportive Housing program), and the American Reinvestment and Recovery (ARRA) Act funds may be considered Government sources. Project applicants are encouraged to leverage the funds from these sources, whenever possible. A CoC may receive extra points if any of its project applicants identify NSP funds as a source of leverage for one or more projects.
4. Date of written commitment: (required) Enter the date of the written contribution.
5. Value of written commitment: (required) Enter the total dollar value of the contribution.

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

1. **Type of Commitment:** Cash
2. **Name the Source of the Commitment:** OSH, DHHS
3. **Type of Source:** Government
4. **Date of Written Commitment:** 09/26/2012
5. **Value of Written Commitment:** \$200,000

Leverage Detail

Instructions:

Leveraged Resources: Applicants are encouraged to identify as many resources as possible, above the statutory and regulatory requirements to match the requested CoC program funds. If a written commitment is not in-hand at the time of application, however, 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.

1. Type of Commitment: (required) Select Cash or In-kind to denote the type of contribution being used as leverage for this project.
2. Name the Source of the Commitment: (required) Enter the name of the entity providing the contribution.
3. Type of source: (required) Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP), HUD-VASH (VA Supportive Housing program), and the American Reinvestment and Recovery (ARRA) Act funds may be considered Government sources. Project applicants are encouraged to leverage the funds from these sources, whenever possible. A CoC may receive extra points if any of its project applicants identify NSP funds as a source of leverage for one or more projects.
4. Date of written commitment: (required) Enter the date of the written contribution.
5. Value of written commitment: (required) Enter the total dollar value of the contribution.

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

1. Type of Commitment: Cash
2. Name the Source of the Commitment: OSH/United Way
3. Type of Source: Private
4. Date of Written Commitment:
5. Value of Written Commitment: \$28,918

Leverage Detail

Instructions:

Leveraged Resources: Applicants are encouraged to identify as many resources as possible, above the statutory and regulatory requirements to match the requested CoC program funds. If a written commitment is not in-hand at the time of application, however, 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.

1. Type of Commitment: (required) Select Cash or In-kind to denote the type of contribution being used as leverage for this project.

2. Name the Source of the Commitment: (required) Enter the name of the entity providing the contribution.

3. Type of source: (required) Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP), HUD-VASH (VA Supportive Housing program), and the American Reinvestment and Recovery (ARRA) Act funds may be considered Government sources. Project applicants are encouraged to leverage the funds from these sources, whenever possible. A CoC may receive extra points if any of its project applicants identify NSP funds as a source of leverage for one or more projects.

4. Date of written commitment: (required) Enter the date of the written contribution.

5. Value of written commitment: (required) Enter the total dollar value of the contribution.

Additional Resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/coc/>

- 1. Type of Commitment:** Cash
- 2. Name the Source of the Commitment:** OSH/CDBG
- 3. Type of Source:** Government
- 4. Date of Written Commitment:** 09/08/2012
- 5. Value of Written Commitment:** \$6,500

8A. Attachment(s)

Instructions:

1. Subrecipient Nonprofit Documentation: Documentation of the subrecipient's nonprofit status must be uploaded, if the applicant and project subrecipient are different entities, and the subrecipient is a nonprofit organization.
2. CoC Reject Letter: Projects that are applying for CoC funds and that have been rejected for the competition by their CoC (Solo Projects) must submit documentation from the CoC verifying and explaining why the project has been rejected.
3. Other Attachment(s): Attach any additional information supporting the project funding request. Use a zip file to attach multiple documents.
4. Commitment Letter: This option will appear only for former SHP projects that are converting from Leasing to Rental Assistance. Affected project applicants should attach a commitment letter from the state or local government, or PHA that will administer the rental assistance. Please see the NOFA and CoC Program rule for more information.
5. Con Plan Cert: Projects that select "No CoC" on form 3A must submit a consolidated plan certification for the community that they represent in order to be considered for funding.

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No		
2) Other Attachment	No		
3) Other Attachment	No		

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description:

8B. Certification

A. For all projects:

Fair Housing and Equal Opportunity

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

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

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

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

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

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

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

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

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

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

Additional for Rental Assistance Projects:

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

B. For non-Rental Assistance Projects Only.

20-Year Operation Rule.

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

1-Year Operation Rule.

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

C. For Rental Assistance Only.

Supportive Services.

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

D. Explanation.

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

Name of Authorized Certifying Official Susan Loew

Date: 01/15/2013

Title: Director

Applicant Organization: County of Riverside

PHA Number (For PHA Applicants Only):

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

9B. Submission Summary

Page	Last Updated
1A. Application Type	12/26/2012
1B. Legal Applicant	No Input Required
1C. Application Details	No Input Required
1D. Congressional District(s)	12/26/2012
1E. Compliance	12/26/2012
1F. Declaration	12/26/2012
2A. Subrecipients	12/27/2012
3A. Project Detail	12/26/2012
3B. Description	12/26/2012
4A. Services	12/26/2012
4B. Housing Type	12/27/2012
4C. HMIS Participation	12/27/2012
5A. Households	12/27/2012
5B. Subpopulations	No Input Required
5C. Outreach	12/27/2012
6A. Standard	12/26/2012
6B. Additional Performance Measures	No Input Required
7A. Funding Request	12/27/2012
7F. Supp. Srvcs. Budget	01/13/2013
7G. Operating	01/15/2013
7H. HMIS Budget	01/13/2013
7I. Summary Budget	No Input Required
7J. Sources of Leverage	01/13/2013
8A. Attachment(s)	No Input Required
8B. Certification	01/15/2013

**Riverside County Department of Public Social Services
 Contracts Administration Unit
 10281 Kidd Street
 Riverside, CA 92503**

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
 to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

SERVICES CONTRACT: HO-02724

CONTRACTOR: Path of Life Ministries

ACTIVITIES: King Hall Transitional Housing Program

CONTRACT TERM: April 1, 2013 - March 31, 2014

MAXIMUM REIMBURSABLE AMOUNT: \$323,729.00

HUD PROJECT NUMBER: CA0678L9D081205

RECITALS

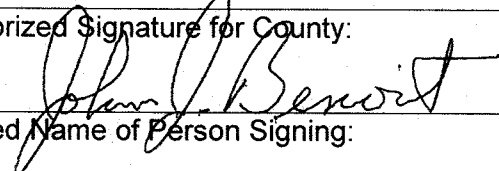
This Agreement is made and entered into by and between the County of Riverside, hereinafter referred to as "County," and the Path of Life Ministries, hereinafter referred to as the "Project Sponsor."

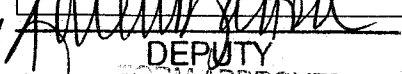
WITNESSETH

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 Continuum of Care Program Rule (CFDA 14.267), codified as 24 CFR 578 and Subtitle C of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act as amended by S. 896 the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, 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 Continuum of Care 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 County: 	Authorized Signature for Path of Life Ministries
Printed Name of Person Signing: John J. Benoit	Printed Name of Person Signing: Raul Diaz
Title: Chair, Board of Supervisors	Title: Executive Director
Address: 10281 Kidd St. Riverside, CA 92503	Address: PO Box 1445 Riverside, CA 92502
Attest Signed: KECIA HARPER-IHEM, Clerk JUL 30 2013	Date Signed:

By 
 DEPUTY
 FORM APPROVED COUNTY COUNSEL
 Elena M. Koeva 7-17-13

JUL 30 2013 346

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LIST OF EXHIBITS

- EXHIBIT A** – Project Application
- EXHIBIT B** – 2-1-1 Riverside County Agency Registration Form
- EXHIBIT C** – 2-1-1 Riverside County Program Registration Form
- EXHIBIT D** – Administrative Handbook for HUD Funded Continuum of Care Programs
- EXHIBIT E** – Tenant Change Notice Form
- EXHIBIT F** – Certification of Tenant Roll Form
- EXHIBIT G** – Assurance of Compliance

I. DEFINITIONS

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

- A. The term "2-1-1" refers to 2-1-1 Riverside County—a designated 3-digit number that allows callers to receive up-to-date information and referrals to health and human service agencies.
- B. The term "Application" refers to the approved application and its submissions prepared by the Project Sponsor, which is the basis on which HUD approved the grant.
- C. The term "Draw Down" refers to the wire transfer system called Line of Credit Control System - Voice Response System (LOCCS – VRS).
- D. The term "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Contract.
- E. The term "HMIS" refers to the Riverside County Homeless Management Information System.
- F. The term "Participants" refers to individuals who utilize Supportive Housing Services, including referral services or individuals who are residents or former residents of the housing project.
- G. The term "Project" refers to housing and/or supportive services for facilitating the movement of homeless individuals through the Continuum of Care into independent permanent housing.
- H. The terms "Project Sponsor" or "Contractor" refer to the Path of Life Ministries, the entity under agreement with DPSS to operate the project on a daily basis.
- I. The term "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this contract.
- J. The term "Subcontractor" means any supplier, vendor, or firm, that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- K. The term "Continuum of Care Program (COC Program)" refers to the HUD grant program to promote transitional housing, permanent housing and supportive services to homeless individuals.
- L. The term "Technical Submission" refers to the approved documents prepared by the Project Sponsor and submitted to HUD after the HUD grant award.

II. DPSS RESPONSIBILITIES

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

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

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

III. PROJECT SPONSOR RESPONSIBILITIES

- A. The Project Sponsor shall be responsible for the overall administration of the Project, including overseeing all subcontractors, client services, and case management, medical care, social services support, and legal support. The Project Sponsor will also provide client linkages to other sources of support. The Project Sponsor will keep records and reports established to carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on participants for program monitoring and evaluation.
- B. The Project Sponsor shall provide services as set forth in the Project Application, attached hereto as **Exhibit A**, and incorporated herein by these references.
- C. The Project Sponsor shall register its agency and/or program, as funded by DPSS, with 2-1-1 Riverside County, by faxing the 2-1-1 registration forms attached hereto as **Exhibits B and C**, respectively, and incorporated herein by these references, to (951) 686-7417. Registration is to take place at the time of execution of this Agreement, and updated on a quarterly basis, at minimum, if agency and/or program changes occur through the term of this Agreement.

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

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

- D. The Project Sponsor will be responsible for assuring that persons served under the terms of this Agreement meet the criteria specified in federal law for participants served under the Continuum of 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 D** and incorporated herein by this reference, and all laws applicable to the provision of services under this program. If required, this Agreement will be amended to reflect any additional requirements detailed in the Handbook.
- F. The Project Sponsor agrees to participate in the Homeless Management Information System (HMIS).

1. Participation is defined by HMIS training attendance, complying with Riverside County HMIS security policies and procedures, and entering required client data on a regular basis.
2. DPSS retains the rights to the HMIS and case management software application used in the operations of this property. DPSS grants the Project Sponsor an exclusive perpetual license to use the HMIS software for the term of this Agreement.
3. The Project Sponsor shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the Housing and Homeless Coalition for Riverside County's HMIS Policies and Procedures Manual, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.

IV. FISCAL PROVISIONS

A. OBLIGATION

The Project Sponsor shall be reimbursed by HUD, utilizing a draw down process, for an amount not to exceed \$323,729. The total Administrative Costs for this grant is \$21,685. Of these Administrative Costs \$13,941 will be awarded to the Project Sponsor and \$7,744 will be retained by DPSS.

Budget Category	Total
SUPPORTIVE SERVICES	\$85,400
OPERATING COSTS	\$223,697
HOMELESS MANAGEMENT INFORMATION SYSTEM	\$691
ADMINISTRATION (PROJECT SPONSOR)	\$13,941
TOTAL PROJECT SPONSOR BUDGET	\$323,729
ADMINISTRATIVE COSTS (COUNTY)	\$7,744
TOTAL GRANT AMOUNT	\$331,473

The Project Sponsor must match all grant funds except for leasing funds with no less than 25% of funds or in kind contributions from other sources. Match must be used for the costs of eligible activities (**Exhibit A**).

A. METHOD, TIME, AND CONDITION OF PAYMENTS

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

a. Cash Match Documentation

The Project Sponsor shall provide cash match documentation as set forth in this Agreement and the Project Application (**Exhibit A**). Cash match documentation must be submitted with monthly billing claims. DPSS will verify utilization of the cash match through a monthly desk review and on-site monitoring visits. Matching funds provided by the Project Sponsor must be money provided to the project by one or more of the following: the Project Sponsor, the federal government, state and local governments, and/or private resources. Non-cash resources such as in-kind contributions of goods or services may be used to fulfill matching funds requirements. Matching funds provided by

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

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

B. BUDGET MODIFICATIONS

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

a. Changes within a Budget Category

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

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

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

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

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

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

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

a. Conditions for Approval

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

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

b. Requests for Approval

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

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

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

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

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

C. DISBURSEMENT OF FUNDS

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

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

D. UNEXPENDED FUNDS AND CLOSE-OUTS

1. The Project Sponsor shall complete all necessary closeout procedures, including the APR, required by DPSS within a period of not more than **forty-five (45) calendar days** from the expiration date of this Agreement. This time period will be referred to as the financial closeout period. After the expiration of the financial closeout period, those funds not paid to the Project Sponsor under this Agreement shall be recaptured by HUD. DPSS is not liable for any expenses or costs associated with this Agreement after the expiration of the financial closeout period.
2. The Project Sponsor, if required to have an A-133 audit, shall provide a final financial audit for activities performed under this Agreement within thirty (30) days from finalization of audit.

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 seven (7) years after final payment has been made or until all pending DPSS, state, and federal audits, if any, are completed, whichever is later. If a restrictive covenant is in effect, records shall be maintained until the covenant expires.
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 seven (7) 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 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

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

V. GENERAL PROVISIONS

A. TERM OF AGREEMENT

The Agreement shall be effective from April 1, 2013 - March 31, 2014.

B. CONTINUUM OF CARE PROGRAM COMPLIANCE

By executing this Agreement, the Project Sponsor hereby certifies that it will adhere to and comply with the following as they may be applicable to a recipient of funds granted pursuant to the Continuum of Care Program, including; HUD Application, Technical Submission; Continuum of Care Program Interim Rule (24 CFR 578); Administrative Requirement for Grants and Cooperative Agreements (24 CFR Part 85); this Agreement, and the applicable Notice of Funding Availability (NOFA).

C. CONFLICT OF INTEREST

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

D. DEFAULT

1. A default shall consist of any use of grant funds for a purpose other than as authorized by this Agreement or failure in the Project Sponsor's duty to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the Continuum of Care Program Rule, the Application, the Technical Submission, or this Agreement. In the event of an occurrence of default, DPSS and HUD may take one or more of the following actions:
 - a. Issue a letter of warning advising the Project Sponsor of the default that establishes a date by which corrective actions must be completed and puts the Project Sponsor on notice that more serious actions will be taken if the default is not corrected or is repeated;
 - b. Direct the Project Sponsor to submit progress schedules for completing the approved activities;

- c. Direct the Project Sponsor to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - d. Direct the Project Sponsor to reimburse the program accounts for costs inappropriately charged to the program; and/or
 - e. Make recommendations to HUD to reduce or recapture the grant.
2. No delay or omission by the County in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver of acquiescence in any Project Sponsor default.

E. HOLD HARMLESS/INDEMNIFICATION

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

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

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

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

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

F. INSURANCE

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

Workers' Compensation:

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

applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

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

Professional Liability:

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

Vehicle Liability:

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

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self insured retentions exceed \$500,000 per occurrence retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this

Agreement. Upon notification of self insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**
4. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Contractor agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

G. INDEPENDENT CONTRACTOR

The Project Sponsor is, and will at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the

terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between DPSS and the Project Sponsor or any of the Project Sponsor's agents, employees, or volunteers. The Project Sponsor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The Project Sponsor, its agents, employees, and volunteers shall not be afforded any of the rights and/or privileges afforded to employees of DPSS or the County of Riverside and shall not be considered in any manner to be employees of the County.

H. SUBCONTRACT FOR SERVICES

1. The Contractor shall not enter into any subcontract with any subcontractor who:
 - a. is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - b. has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - d. has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
4. The Contractor shall document, prior to grant execution, all services to be provided by a third party by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services, as per CFR 578.73, (c)(3).
5. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

I. REPORTS AND RECORD KEEPING

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

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

2. The Project Sponsor agrees to submit a Semi-Annual Statistical Report upon a 30-day written notice by DPSS.
3. If funded for Transitional Housing or Permanent Housing, the Project Sponsor agrees to the following:
 - a. The Project Sponsor will notify DPSS immediately upon knowledge of a participant entering and/or exiting a housing unit. The notification document, attached hereto as **Exhibit E** (Tenant Change Notice Form) and incorporated herein by this reference, shall be faxed to (951) 358-7755 or scanned and sent by e-mail to the DPSS CoC/HUD Program Specialist. It is also strongly encouraged that the Project Sponsor follow-up with a telephone call to the Program Specialist at (951) 358-5638 to verify receipt of the faxed Tenant Change Notice Form.
 - b. If the Tenant Change Notice is for a new client entering the facility, the form should be accompanied by the following: (a) the Verification of Homelessness, (b) the rent calculation, and (c) verification of disability (if applicable). If it is not possible to provide this documentation with the Tenant Change Notice form, the Project Sponsor must have a copy available at the time the HUD Habitability Quality Standard [HQS] Inspection is performed.
 - c. Upon receipt of the Tenant Change Notice Form, DPSS will, within two (2) business days, arrange the HQS Inspection of the housing unit being vacated. HQS Inspections are required by HUD in 24 CFR 578).
 - d. If a vacancy occurs in which the Project Sponsor cannot notify DPSS in the timeframe set forth above in 3.a, or if the HQS Inspection cannot be performed in the timeframe set forth above in 3.c, the Project Sponsor has the authority to fill the vacancy with a client from their waiting list. Upon such an occurrence, DPSS will schedule the HQS inspection after the fact.
 - e. Project Sponsor may use a unique client identifier on the Tenant Change Notice and Certification of Tenant Roll as long as all other required information is provided. The Tenant Change Notice and Certification of Tenant Roll are for DPSS program monitoring purposes and Housing Quality Standard inspections only and will remain secured in order to safeguard protected client information.
4. If funded for Transitional Housing, Permanent Housing, Rapid Re-Housing or Shelter Plus Care, the Project Sponsor agrees to provide DPSS with a monthly residential log of participants, attached hereto as **Exhibit F** [Certification of Tenant Roll] and incorporated herein by this reference. The residential log is due, by fax or scanned and sent by e-mail to the DPSS CoC/HUD Program Specialist, on or before the 10th (tenth) business day following the reporting month, regardless of the means by which the report is sent to DPSS. The fax number of the Homeless Programs Unit is provided above (3.a).
5. The Sponsor agrees to collect and maintain records of participants for required federal, state, and county reports.

J. SANCTIONS

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

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

K. TERMINATION

1. DPSS may immediately suspend or terminate this Agreement for cause upon written notice to the Project Sponsor of the action being taken. Cause shall be established if:
 - a. The Project Sponsor fails to perform the covenants herein contained at such time and in such manner as provided in this Agreement; or
 - b. There is a conflict with any federal, state or local laws, ordinance, regulation or rule rendering any provision of this Agreement invalid or untenable.
2. DPSS may also terminate or suspend this agreement without cause. DPSS will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
3. The Project Sponsor may terminate this Agreement with cause upon written notice served upon DPSS stating the extent and effective date of termination. Contractor will provide ninety (90) days written notification stating the extent and effective date of termination. The ninety-day period begins when notice is deposited in the U.S. Mail, postage paid.
4. Upon termination of this Agreement, the Project Sponsor shall not incur any obligations after any effective date of such termination, unless expressly authorized in writing by DPSS.
5. In the event the funding from HUD is reduced, terminated or otherwise becomes unavailable, DPSS shall provide written notice to the Project Sponsor within five (5) working days from the date that HUD reduces, suspends or terminates the grant funding. This Agreement shall be either immediately terminated or amended to reflect said reduction in funds. DPSS shall make payments for all services performed up to the effective date of the termination.

L. GOVERNING LAW

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

M. NOTICES

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

DPSS: (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 Homeless Program Unit 4060 County Circle Drive Riverside, CA 92503
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DPSS: (Fiscal Issues)	Department of Public Social Services Management Reporting Unit 4060 County Circle Drive Riverside, CA 92503
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PROJECT SPONSOR: Path of Life Ministries
Executive Director
PO Box 1445
Riverside, CA 92502

N. ASSIGNMENTS

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

O. DISPUTES

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

P. CHILD ABUSE REPORTING

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

Q. ELDER AND DEPENDENT ABUSE REPORTING

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to DPSS, followed by a written report within two (2) working days.

R. CLIENTS CIVIL RIGHTS COMPLIANCE

1. Assurance of Compliance

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

2. Client Complaints

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

Civil Rights Complaints should be referred to:

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

3. Services, Benefits and Facilities

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

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

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

4. Cultural Competency

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

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

S. EMPLOYMENT PRACTICES

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

2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

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

T. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

U. CLEAN AIR/WATER ACTS

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

V. LEAD-BASED PAINT

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

W. AUTHORITY

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

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

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

Y. ENTIRE AGREEMENT

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

Applicant: Riverside City & County Proj Applicant
Project: Path of Life Ministries Transitional Housing Program

CA-608
065343

Before Starting the Project Application

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

Things to Remember

- Download and review the detailed instructions along with other resources available online at www.hudhre.info/esnaps to help successfully complete the application.
- Program policy questions and problems related to completing the application in e-snaps may be directed to HUD through the HUD HRE Virtual Help Desk, which is accessible online at www.hudhre.info/helpdesk.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number, and an active registration in the Central Contractor Registration (CCR), in order to apply for funding under the Continuum of Care (CoC) competition. For more information see the FY2012 CoC NOFA.
- To ensure that applications are considered for funding, all sections of the FY2012 CoC NOFA and the FY2012 General Section NOFA should be read carefully, and all requirements and criteria met.
- Before completing the project application, all project applicants must complete or update (as applicable) the applicant profile in e-snaps.
- Carefully complete the application and ensure that it meets the requirements of the FY2012 NOFA and the interim CoC Program regulations, effective August 30, 2012. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant.
- For legacy S+C projects requesting renewal funding, the number of units requested for each unit size in the project must be consistent with the number of units indicated on the CoC's HUD-approved FY2012 Grant Inventory Worksheet (GIW).
- For legacy SHP projects requesting renewal funding, the total budget request must be consistent with the annual renewal demand (ARD) listed on the HUD-approved FY2012 GIW. If the ARD is reduced through the CoC's reallocation process, the budget request must be reflected accordingly.
- HUD reserves the right to reduce or reject any renewal project that fails to adhere to the CoC Program and application requirements set forth in the FY2012 NOFA.

1A. Application Type

Instructions:

1. Type of Submission: This field is populated and cannot be changed.
2. Type of Application: This field is populated with the type of project application opened and cannot be changed.
3. Date Received: No action needed. This field is populated with the date on which the application is submitted. The date populated cannot be edited.
4. Applicant Identifier: Leave this field blank.
- 5a. Federal Entity Identifier: Leave this field blank.
- 5b. Federal Award Identifier: (required) This field will be blank for all renewals applications. The correct expiring grant number must be entered and exactly match the grant number entered on the HUD-approved Grant Inventory Worksheet. The number may have either 15 or 11 digits and begins with the initials of your state or territory. Here are three examples of what your grant number might look like: NY0999B2T001104, MS0999C1T001003, CA01C900151.
6. Date Received by State: Leave this field blank.
7. State Application Identifier: Leave this field blank.

Additional Resources:

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

1. Type of Submission:

2. Type of Application: Renewal Project Application

If "Revision", select appropriate letter(s):

If "Other", specify:

3. Date Received: 01/17/2013

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: CA0678B9D081104

6. Date Received by State:

7. State Application Identifier: