

- E. The Subrecipient 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 Subrecipient shall comply with the Educational Assurance requirements as stipulated in the McKinney-Vento Homeless Education Assistance Improvements Act.
- G. The Subrecipient 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 Subrecipient an exclusive perpetual license to use the HMIS software for the term of this Agreement.
 - 3. The Subrecipient shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care 's HMIS Policies and Procedures Manual, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.
 - 4. The Subrecipient must maintain a valid HMIS End User Agreement on file with DPSS, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.

IV. FISCAL PROVISIONS

A. OBLIGATION

The Subrecipient shall be reimbursed by HUD, utilizing a draw down process, for an amount not to exceed \$260,024. The County shall be reimbursed by HUD for an amount not to exceed \$6,028. Said funds shall be spent according to the budget shown below.

BUDGET CATEGORY	Total
RENTAL ASSISTANCE	\$249,168
ADMINISTRATIVE COSTS (SUBRECIPIENT)	\$10,856
SUBRECIPIENT TOTAL	\$260,024
ADMINISTRATIVE COSTS (COUNTY)	\$6,028
GRANT TOTAL	\$266,052.00

The Subrecipient 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**).

B. METHOD, TIME, AND CONDITION OF PAYMENTS

1. The Subrecipient shall submit to DPSS a monthly claim in accordance with the Administrative Handbook (**Exhibit D**).
2. The Subrecipient 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 Subrecipient 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 Subrecipient must be money provided to the project by one or more of the following: the Subrecipient, 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 Subrecipient does not meet the requirements in paragraph 2.a. above, DPSS reserves the right to suspend or terminate this Agreement.

C. BUDGET MODIFICATIONS

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 Subrecipient 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 Subrecipient 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.
1. 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient meets the approved match for the unused funds even if the match is different from the approved match from the prior operating year.

D. DISBURSEMENT OF FUNDS

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

1. The Subrecipient shall submit claims for reimbursement pursuant to the Budget listed in section IV.A. on a monthly basis.

2. Administrative costs are costs associated with accounting for the use of grant funds, preparing reports for submission to HUD, obtaining program audits, similar costs related to administering the grant after the award, and staff salaries associated with these administrative costs.

E. UNEXPENDED FUNDS AND CLOSE-OUTS

1. The Subrecipient shall complete all necessary closeout procedures, including the APR, required by DPSS within a period of not more than **sixty (60) 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 Subrecipient 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 Subrecipient, if required to have an A-133 audit, shall provide a final financial audit for activities performed under this Agreement within thirty (30) days from finalization of audit.

F. INSPECTION AND AUDITS

1. The Subrecipient shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Subrecipient 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 Subrecipient disagree with any audit conducted by DPSS, the Subrecipient 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 Subrecipient will not be reimbursed by DPSS for such an audit.
5. In the event the Subrecipient does not make available its books and financial records at the location where they are normally maintained, the Subrecipient agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.
6. All Agreement 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 Subrecipient shall provide adequate cooperation to any employee assigned by DPSS in order to permit their determination of the Sub-recipient's

conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

G. WITHHELD PAYMENTS

1. Unearned payments under this Agreement may be suspended or terminated if grant funds to DPSS are suspended terminated, or if the Subrecipient 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 Subrecipient. 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 Sub-recipient may be withheld by DPSS if the Subrecipient fails to comply with the provisions of this Agreement.

H. FISCAL ACCOUNTABILITY

4. The Sub-recipient 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.
5. The Sub-recipient must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, the Sub-recipient must develop an accounting procedure manual. Said manual shall be made available to DPSS upon request or during fiscal monitoring visits.

I. AVAILABILITY OF FUNDING

Funding for this Agreement is subject to the continuing availability of funds provided to DPSS during the Agreement period. DPSS will inform the Sub-recipient, 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 July 7, 2015 - July 6, 2016.

B. BACKGROUND CHECKS

Contractors providing services to minors (detailed in **Exhibit A-Project Application**) shall be required to conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under this Agreement. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

C. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Federal Law. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

D. CONTINUUM OF CARE PROGRAM COMPLIANCE

By executing this Agreement, the Subrecipient 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).

E. CONFLICT OF INTEREST

The Subrecipient 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 Subrecipient believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by the Subrecipient under this agreement. The Subrecipient agrees to inform DPSS of all of the Subrecipient's interests, if any, which are or which the Subrecipient believes to be incompatible with any interest of DPSS. The County will make final determination of any dispute about conflict(s) of interest.

F. 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 Subrecipient'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 Subrecipient of the default that establishes a date by which corrective actions must be completed and puts the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
 - b. Direct the Subrecipient to submit progress schedules for completing the approved activities;
 - c. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - d. Direct the Subrecipient 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 Subrecipient default.

G. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, 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, 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, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

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 choice, subject to the approval of County, which shall not be unreasonably withheld, 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 to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. 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 County herein from third party claims.

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

H. 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's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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 the COUNTY as additional Insured. 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 the COUNTY as additional Insured.

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.

I. INDEPENDENT CONTRACTOR

The Subrecipient 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 Subrecipient or any of the Sub-recipient's agents, employees, or volunteers. The Subrecipient 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 Subrecipient, 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.

J. 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 Agreement 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 Agreement 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 Agreement 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 sub-recipient and the third party that will provide the services, as per CFR 578.73, (c)(3).
5. Nothing contained in this Agreement 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.

K. REPORTS AND RECORD KEEPING

1. The Subrecipient agrees to complete the Annual Performance Report (APR) in e-snaps and submit to DPSS an electronic copy within sixty (60) 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.
2. The Subrecipient 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 Subrecipient agrees to the following:
 - a. The Sub-recipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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. Subrecipient 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 Subrecipient 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.

L. SANCTIONS

Failure by the Subrecipient 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 Subrecipient 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.

M. TERMINATION

1. DPSS may immediately suspend or terminate this Agreement for cause upon written notice to the Subrecipient of the action being taken. Cause shall be established if:
 - a. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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.

N. 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.

O. NOTICES

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

DPSS: Department of Public Social Services
(Agreement Issues) Contracts Administration Unit
10281 Kidd Street
Riverside, CA 92503

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

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

SUBRECIPIENT: Housing Authority of the County of Riverside
Chairman, Board of Commissioners
5555 Arlington Ave
Riverside, CA 92504

P. ASSIGNMENTS

The Subrecipient 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.

Q. 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 Subrecipient shall proceed diligently with the performance of the Agreement pending DPSS' decision.

R. 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.

S. 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.

T. 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 Agreement. 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.

U. 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.

V. 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.

W. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, the Subrecipient 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 Subrecipient not to use facilities on the EPA list of violating facilities and to report violations to the EPA.

X. LEAD-BASED PAINT

The Subrecipient 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).

Y. AUTHORITY

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

Z. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Subrecipient certifies that it, and its principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not within a 3-year period preceding this Agreement 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;
3. Are not 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
4. Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

The Subrecipient 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 Subrecipient as though made with the Subrecipient directly.

BB. 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 Subrecipient 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

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember

- Additional training resources can be found at on the OneCPD Resource Exchange at <https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources> - Program policy questions and problems related to completing the application in e-snaps may be directed to HUD the HUD Exchange Ask A Question.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number and an active registration in the Central Contractor Registration (CCR)/System for Award management (SAM) in order to apply for funding under the Continuum of Care (CoC) Program Competition. For more information see the FY2014 Funding Notice and the FY 2013 - FY2014 CoC NOFA.
- To ensure that applications are considered for funding, applicants should read all sections of the FY 2014 Funding Notice, the FY 2013 - FY 2014 CoC Program NOFA and the FY 2013 General Section NOFA, including the General Section Technical Correction, and all requirements and criteria met.
- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with the instructions found on each individual screen
- Carefully review each question in the Project Application. 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. Data from the FY 2013 Project Application will be imported into the FY 2014 Project Application; however, applicants will be required to review all fields for accuracy and to update information that may have been adjusted through the FY 2013 post award process or a grant agreement amendment.
- Before completing the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps.
- Expiring Shelter Plus Care projects requesting renewal funding for the first time under 24 CFR part 578, and rental assistance projects can only request the number of units and unit size as approved in the final HUD-approved Grant Inventory Worksheet (GIW).
- Expiring Supportive Housing Projects requesting renewal funding for the first time under 24 CFR part 578, transitional housing, permanent supportive housing with leasing, rapid re-housing, supportive services only, renewing safe havens, and HMIS can only request the Annual Renewal Amount (ARA) that appears on the CoC's HUD-approved GIW. If the ARA is reduced through the CoC's reallocation process, the final project funding request must reflect the reduced amount listed on the CoC's reallocation forms.
- HUD reserves the right to reduce or reject any renewal project that fails to adhere to the CoC Program interim rule (24 CFR part 578) and application requirements set forth in both the FY 2014 Funding Notice and the FY 2013 - FY 2014 CoC Program NOFA.

1A. Application Type

Instructions:

Type of Submission: This field is pre-populated and cannot be changed.

Type of Application: This field is pre-populated and cannot be changed.

Date Received: This field is pre-populated with the date on which the application is submitted and cannot be edited.

Applicant Identifier: Field intentionally left blank, cannot edit.

Federal Entity Identifier: Field intentionally left blank, cannot edit.

Federal Award Identifier: This is a required field for all renewal project applicants. Enter the correct expiring grant number as identified on the final HUD-approved GIW.

Date Received by State: Field intentionally left blank, cannot edit.

State Application Identifier: Field intentionally left blank, cannot edit.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Type of Submission:

2. Type of Application: Renewal Project Application

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

If "Other", specify:

3. Date Received: 10/29/2014

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: CA1221L9D081301

6. Date Received by State:

7. State Application Identifier:

1B. Legal Applicant

Instructions:

The information on this screen is pre-populated from the Project Applicant Profile. If there are any discrepancies, or errors, exit this application, click on the "Applicants" list on the left menu, click on , place the Project Applicant Profile in "edit" mode by clicking on the "Edit" button on the 6. Submission Summary formlet, and correct the information.

When the update/correction has been completed, place the Project Applicant Profile in "complete" mode by clicking on the "Complete" button on the 6. Submission Summary formlet. Click "Back to Applicants List" on the left menu, then re-open the project application. The updated information in the Applicant Profile will appear in the project application.

For further instructions on updating the Project Applicant Profile, review the "Project Applicant Profile" training document on the HUD Exchange.

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: Jill

Middle Name:

Last Name: Kowalski

Suffix:

Title: Administrative Services Manager II

Organizational Affiliation: County of Riverside

Telephone Number: (951) 358-5636

Extension:

Fax Number: (951) 358-7755

Email: jkowalsk@riversidedpss.org

1C. Application Details

Instructions:

The information on this screen is pre-populated from the Project Applicant Profile. If there are any discrepancies, or errors, exit this application, click on the "Applicants" list on the left menu, click on , place the Project Applicant Profile in "edit" mode by clicking on the "Edit" button on the 6. Submission Summary formlet, and correct the information.

When the update/correction has been completed, place the Project Applicant Profile in "complete" mode by clicking on the "Complete" button on the 6. Submission Summary formlet. Click "Back to Applicants List" on the left menu, then re-open the project application. The updated information in the Applicant Profile will appear in the project application.

For further instructions on updating the Project Applicant Profile, review the "Project Applicant Profile" training document on the HUD Exchange.

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 Title: CoC Program
CFDA Number: 14.267

12. Funding Opportunity Number: FR-5800-N-30
Title: Continuum of Care Homeless Assistance Competition

13. Competition Identification Number:
Title:

1D. Congressional District(s)

Instructions:

Areas Affected By Project: This field is required. Select the State(s) in which the proposed project will operate and serve the homeless.

Descriptive Title of Applicant's Project: This field is populated with the name entered on the Project Form when the project application was initiated. To change the project name, click return to the Submission List and click on "Projects" on the left hand menu. Click on the magnifying glass next to the project name to edit.

Congressional District(s):

a. **Applicant:** This field is pre-populated from the Project Applicant Profile. Project applicants cannot modify the pre-populated data on this form. However, project applicants may modify the Project Applicant Profile in e-snaps to correct an error.

b. **Project:** This field is required. Select the congressional district(s) in which the project operates.

Proposed Project Start and End Dates: In this required field, indicate the operating start date and end date for the project.

Estimated Funding: Fields intentionally left blank, cannot edit.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

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

15. Descriptive Title of Applicant's Project: Shelter Plus Care All County # 2

16. Congressional District(s):

a. **Applicant:** CA-041, CA-042, CA-050, CA-051, CA-036
(for multiple selections hold CTRL key)

b. **Project:** CA-041, CA-042, CA-050, CA-051, CA-036
(for multiple selections hold CTRL key)

17. Proposed Project

a. **Start Date:** 07/07/2015

b. **End Date:** 07/06/2016

18. Estimated Funding (\$)

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. Total:

1E. Compliance

Instructions:

Is Application Subject to Review by State Executive Order 12372 Process: In this required field, 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 the applicant is located in a state or U.S. territory that is required review by State Executive Order 12372, enter the date this application was made available to the State or U.S. territory for review.

Is the Applicant Delinquent on any Federal Debt: In this required field, select the appropriate dropdown option that applies to the project applicant. This question applies to the project applicant's organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes.

If "Yes" is selected an explanation is required in the space provided on this screen.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

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:

The authorized person for the project applicant organization must agree to the declaration statement in order to proceed to the project application. The list of certifications and assurances are contained in the FY 2013 - FY 2014 CoC Program NOFA (Section VI.A.1.b) and in the e-snaps Project Applicant Profile.

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

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

All screens, 1A – 1F must be completed in full before the project applicant will have access to the Project Application in e-snaps

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: von Zabern

Suffix:

Title: Director

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

Applicant: Riverside City & County Proj Applicant
Project: Shelter Plus Care All County # 2

CA-608
106945



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

Email: SVONZABE@riversidedpss.org

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

Date Signed: 10/29/2014

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: \$258,924

Organization	Type	Sub-Award Amount
Housing Authority of the County of Riverside	L. Public/Indian Housing Authority	\$258,924

2A. Project Subrecipients Detail

Instructions:

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

Organization Name: This field is required. Enter the legal name of the organization that will serve as the subrecipient.

Organization Type: This field is 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 24 CFR part 578); 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.

Employer or Tax Identification Number: This field is required. Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service.

Organizational DUNS: This field is 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>.

Physical Address: Enter the street address, city, state, and zip code (required); county, province, and country (optional). If the mailing address is different from the street address, enter the mailing address.

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

Faith Based Organization: This field is required. Select "Yes" or "No" if the subrecipient is a faith based organization.

Prior Federal Grant Recipient: This field is required. Select "Yes" or "No" to indicate if the subrecipient has ever received a federal grant.

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 can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

a. Organization Name: Housing Authority of the County of Riverside

b. Organization Type: L. Public/Indian Housing Authority

If "Other" specify:

c. Employer or Tax Identification Number: 95-6001631

	* d. Organizational DUNS:	055022305	PL US 4	
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e. Physical Address

Street 1: 5555 Arlington Ave.

Street 2:

City: Riverside

State: California

Zip Code: 92504

f. Congressional District(s): CA-041, CA-044, CA-049, CA-045
(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: \$258,924

j. Contact Person

Prefix: Ms.

First Name: Carrie

Middle Name:

Last Name: Harmon

Suffix:

Title: Principal Development Specialist

E-mail Address: charmon@rivcoeda.org

Applicant: Riverside City & County Proj Applicant
Project: Shelter Plus Care All County # 2

CA-608
106945

Confirm E-mail Address: charmon@rivcoeda.org

Phone Number: 951-343-5401

Extension:

Fax Number: 951-351-0700

3A. Project Detail

Instructions:

The selections made on this screen will determine which additional forms will need to be completed for this project application.

Expiring Grant Number: This field is pre-populated with the expiring grant number entered on Screen "1A. Application Type."

CoC Number and Name: Select the number and name of the CoC to which the project application will be submitted for the local competition review process. This is the CoC that will submit the CoC Consolidated Application to HUD by the designated submission deadline. Applicants with projects that do not belong to a CoC should select "No CoC".

CoC Applicant Name: Select the name of the CoC Applicant, also known as the Collaborative Applicant, from the dropdown. In most cases, there will only be one name from which to choose. The project applicant should choose the name of the CoC Applicant to which they intend to submit this project application.

Project Name: This is pre-populated from the "Project" Form and cannot be edited.

Project Status: The default selection is "Standard", indicating that the applicant is submitting the application to the Collaborative Applicant for consideration in the FY 2014 CoC Program Competition. The selection should only be changed to "Appeal" in the event that the project application is rejected by the Collaborative Applicant (either formally in e-snaps or outside of e-snaps) and the project applicant wants to appeal this decision directly to HUD by submitting a solo application. For additional information on the appeal process, see the CoC Program Competition Appeals Notice.

Component Type: This is a required field. Select the component type that identifies the renewal project application type.

Energy Star: this field is required. Select "Yes" or "No" to indicate if Energy Star is being used in this project at one or more properties that will receive funding in this CoC Program Competition.

Title V: This field is required. Select "Yes" or "No" to indicate if one or more properties being served by this project were acquired under Title V.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Expiring Grant Number: CA1221L9D081301

(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: Shelter Plus Care All County # 2

4. Project Status: Standard

5. Component Type: PH

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:

ALL PROJECTS

Provide a description that addresses the entire scope of the proposed project: This field is required. The project description should address the entire scope of the project, including a clear picture of the target population(s) to be served, the plan for addressing the identified needs/issues of the CoC target population(s), projected outcome(s), and coordination with other source(s)/partner(s). 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.

Does your project participate in a CoC Coordinated Assessment System: This is a required field. Select "Yes" if the project is currently participating in a coordinated assessment system. If a coordinated assessment system does not exist in the CoC or if the project does not participate, select "No."

Does your project have a specific population focus: This is a required field. Select "Yes" if your project has special capacity in its facilities, program designs, tools, outreach or methodologies for a specific subpopulation or subpopulations. This does not necessarily mean that the project exclusively serves that subpopulation(s), but rather that they are uniquely equipped to serve them. If "Yes" is selected, select the relevant checkbox(es) to identify the project's population focus.

PH PROJECTS ONLY

Does the project follow a "Housing First" model: This is a required field for PH projects only. Select "Yes" if the project currently follows a housing first approach that allows the homeless to enter without barriers such as income, sobriety, etc. Select "No" if the project does not follow a housing first approach.

Does the PH project provide PSH or RRH: This is a required field. Select PSH if the project will operate according to a permanent supportive housing model as defined by 24 CFR 578. Select RRH if the project will operate according to a rapid rehousing model as defined by 24 CFR 578.

Indicate the maximum length of assistance". RRH projects may provide assistance to participants for a period of up to 24 months but may choose from 3, 12, 18, and 24 month periods. There is no time limit for PSH projects. Therefore, when PSH is selected, "Unlimited Assistance" will automatically populate and will be read only.

TH AND SSO PROJECTS ONLY:

Do you plan on serving homeless households with children and youth defined as homeless under other federal statutes (Paragraph 3 of the definition of homeless found at 24 CFR 578.3)? Please note that no project is permitted to serve this population unless the CoC has requested and is approved to do so: This is a required field. Projects are only permitted to serve households with children and youth defined as homeless under other federal statutes (Paragraph 3 of the definition of homeless found at 24 CFR 578.3), if the CoC has requested and is approved to use funds for such a purpose. CoCs that wish to request that projects within the CoC be permitted to use funds to serve this population had to identify the specific project(s) that would use funding for this purpose (up to 10 percent of CoC total award) by submitting an attachment with the CoC Application. HUD will only consider TH and SSO projects for approval under the above conditions.

TH PROJECTS ONLY:

Indicate the maximum length of assistance: This is a required field. The maximum length of assistance allowed for TH projects is 24 months.

PH AND TH PROJECTS ONLY:

Does the project request costs under the rental assistance budget line item?: This is a required field. If requesting rental assistance, select Yes from the dropdown menu. If not requesting rental assistance in this project application, select No.

RENTAL ASSISTANCE PROJECTS ONLY:

Describe the method for determining the type, amount, and duration of rental assistance that participants can receive: If the project is requesting rental assistance, describe the method or process the applicant will use to determine the type, amount, and duration of rental assistance that participants can receive

Is this a CoC Program leasing or former SHP project that had been approved by HUD to revise the renewal project budget from leasing to rental assistance? (This change must have been listed on the final HUD-approved FY 2014 GIW. See 24 CFR 578.49(b)(8)): This is a required field. "Yes" should only be selected HUD approved a change from leasing to rental assistance during the FY 2014 GIW process

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

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

The Housing Authority is proposing the renewal of the All County #2 Shelter Plus Care program that provides rental assistance and supportive services to chronically homeless individuals who have experienced extended periods of homelessness on the streets. The program serves 23 chronically homeless individuals with tenant based rental assistance (TBRA) combined with intensive supportive services designed to support recovery and self-sufficiency; the 23 households are served in scattered site units throughout Riverside County. The program employs a Housing First model that offers housing without preconditions at program entry as a primary component of "whole" recovery and allows participating households to return to mainstream housing within the community, supports tenant choice in rental housing, and encourages wrap around supportive services through the Department of Mental Health.

To remain relevant, the program has modified its service delivery model to fully integrate housing navigation and also began to prioritize placements of highly vulnerable chronically homeless individuals identified through the Coordinated Assessment and Housing Placement (CAHP) system utilizing the vulnerability index tool (VI-SPDAT) into open program slots. All newly available program slots have been reserved for chronically homeless individuals and families.

The Department of Mental Health and other community based mental health agencies are the primary providers of the program's supportive service component. The supportive services are tailored to each household's unique needs and are adjusted, as needed, over time. Supportive services include ongoing case management, life skills training, substance abuse services, vocational rehabilitation, medical services and mental health services. Program participants who no longer need supportive services for housing stability purposes are graduated to a regular Section 8 voucher to allow the program to serve new participants.

The program's goals are to have at least 100% of our clients remain in permanent housing, and at least 70% of households increase their total income while in the program.

The Continuum of Care funding is the only source of funding for these rental subsidies which are for the exclusive use of homeless households with a major mental health diagnosis. Continued funding is needed to maintain the program and this valuable form of housing within the community, and support the national priority to end homelessness amongst the chronically homeless population.

2. Does your project participate in a CoC Coordinated Assessment System? Yes

3. Does your project have a specific population focus? Yes

3a. Please identify the specific population focus. (Select ALL that apply)

Chronic Homeless	<input type="checkbox"/>	Domestic Violence	<input type="checkbox"/>
Veterans	<input type="checkbox"/>	Substance Abuse	<input checked="" type="checkbox"/>
Youth (under 25)	<input type="checkbox"/>	Mental Illness	<input checked="" type="checkbox"/>
Families	<input type="checkbox"/>	HIV/AIDS	<input checked="" type="checkbox"/>
		Other (Click 'Save' to update)	<input type="checkbox"/>

Other:

5. Does the project follow a "Housing First" model? Yes

6. Does the PH project provide PSH or RRH? PSH

6a. Indicate the maximum length of assistance: Unlimited assistance

7a. Does the project request costs under the rental assistance budget line item? Yes

7b. Describe the method for determining the type, amount, and duration of rental assistance that participants can receive.

The All County 2 Shelter Plus Care project is not time limited. Participants are eligible for continued assistance if they meet their leasing obligations, participate in supportive services and still require supportive services to maintain housing. Graduating clients will be transitioned to regular Section 8. The level of assistance is calculated per HEARTH Act guidelines and Section 8 income calculation guidelines. All assistance is issued in the form of a tenant based rental certificate.

7c. Is this a CoC Program leasing or former SHP project that had been approved by HUD to revise the renewal project budget from leasing to rental assistance? (This change must have been listed on the final HUD-approved GIW. See 24 CFR 578.49(b)(8)) No

4A. Supportive Services for Participants

Instructions:

ALL PROJECTS EXCEPT HMIS

Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families: This is a required field. 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 with children or unaccompanied youth should select "N/A." If "No" is selected, the project applicant will be required to answer an additional question.

Does the proposed project have a designated staff person to ensure that children are enrolled in school and receive educational services, as appropriate: This is a required field. Select "Yes," "No," or "N/A" to indicate whether the project has a designated staff person responsible for ensuring that children and youth 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 with children or unaccompanied youth should select "N/A." If "No" is selected, the project applicant will be required to answer an additional question.

Describe the manner in which the project applicant will take into account the educational needs of children when youth and/or families are placed in housing: This is a required field if a response of "No" is given for either one of the two preceding questions. Use this space to explain how the project will plan to meet the educational needs of children and youth participants according to the requirements specified under section 426.B.4 of the McKinney-Vento Act as amended by HEARTH.

For all supportive services available to participants, indicate who will provide them, how they will be accessed, and how often they are provided. This field is required and at least one value must be entered. Complete each row of drop down menus for supportive services that will be available to participants, using the funds requested through the application, and funds from other sources. If more than one Provider or mode of Access is relevant for a single service, please select the provider and mode of access that corresponds to the highest frequency.

- Provider: select one of the following: "Applicant" to indicate that the applicant will provide the service directly; "Subrecipient" to indicate that a subrecipient will provide the service directly; "Partner" to indicate that an organization that is not a subrecipient of project funds but with whom a formal agreement or MOU has been signed will provide the service directly; or, "Non-Partner" to indicate that a specific organization with whom no formal agreement has been established regularly provides the service to clients. If more than one provider offers the service at the same frequency, choose the provider according to the following: Applicant, then Subrecipient, then Partner, and lastly, non-Partner.

- Access: Select the most common method of access for participants. If more than one mode is equally common, choose the most convenient.

- Frequency: Select the most common interval of time for which the service is accessible to participants. If two frequencies are equally common, choose the interval with the highest frequency.

Applicants may leave dropdown menus as "—select—" when services are not applicable.

To what extent are most community amenities available to project participants: This field is required. Select the answer that best fits the accessibility of community amenities such as: Schools, libraries, houses of worship, grocery stores, laundromats, doctors, dentists, parks or recreation facilities. If accessibility varies significantly by amenity, choose the level that best describes most of the amenities or the average accessibility of amenities.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

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

1b. Does the proposed project have a designated staff person to ensure that the children are enrolled in school and receive educational services, as appropriate? Not Applicable

**2. For all supportive services available to participants, indicate who will provide them, how they will be accessed, and how often they will be provided.
 Click 'Save' to update.**



Supportive Services	Provider	Access	Frequency
Assessment of Service Needs	Partner	Public/private regional transportation	As needed
Assistance with Moving Costs	Subrecipient	Public/private regional transportation	As needed
Case Management	Partner	Public/private regional transportation	As needed
Child Care		Public/private regional transportation	As needed
Education Services	Non-Partner	Public/private regional transportation	As needed
Employment Assistance and Job Training	Partner	Public/private regional transportation	As needed
Food	Partner	Public/private regional transportation	As needed
Housing Search and Counseling Services	Subrecipient	Public/private regional transportation	As needed
Legal Services	Non-Partner	Public/private regional transportation	As needed
Life Skills Training	Partner	Public/private regional transportation	As needed
Mental Health Services	Partner	Public/private regional transportation	As needed
Outpatient Health Services	Partner	Public/private regional transportation	As needed
Outreach Services	Partner	Onsite	As needed
Substance Abuse Treatment Services	Partner	Public/private regional transportation	As needed
Transportation	Partner	Program van	As needed
Utility Deposits	Subrecipient	Public/private regional transportation	As needed

3. How accessible are most community amenities to project participants?

Most Community Amenities
Schools, libraries, houses of worship, grocery stores, laundromats, doctors, dentists, parks or recreation facilities.

Access
Very accessible: No transportation barriers, easily within reach of all participants.

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: 23

Total Beds: 23

Total Dedicated CH Beds: 23

Total Non-Dedicated CH Beds: 0

Housing Type	Units	Beds	Dedicated CH Beds	Non-Dedicated CH Beds
Scattered-site apartments (...)	23	23	23	0

4B. Housing Type and Location Detail

Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail screen should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail form. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail form.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless: This is a required field. Enter that total number of beds that are dedicated to the chronically homeless (CH). Dedicated CH beds are required through the project's grant agreement to only be used to house persons experiencing chronic homelessness, as defined at 24 CFR 578.3, unless there are no persons within the CoC that meet that criteria. These PSH beds are also reported as "CH Beds" on a CoC's Housing Inventory Count (HIC). If a project has dedicated beds to serve CH families, all beds serving the household should be included in this number. If none of the beds are dedicated for the chronically homeless, enter "0."

How many of the total beds entered in "b. Beds" are not currently dedicated for the chronically homeless but will be used to assist the chronically homeless when turnover occurs: This is a required field. Enter the number beds that are not dedicated to the chronically homeless but that are currently, or will be upon turnover, prioritized for the chronically homeless. This will be incorporated into the projects grant agreement for FY 2014 and represents the minimum number of beds for which the chronically homeless will be prioritized. If none of the beds are prioritized for the chronically homeless, enter "0."

Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

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

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

- a. Units:** 23
- b. Beds:** 23
- c. How many of the total beds entered in "b. Beds" are dedicated to the chronically homeless?** 23
- d. How many of the total beds entered in "b. Beds" are not dedicated to the chronically homeless but will still be used to assist the chronically homeless?** 0

3. Address:

Street 1: 5555 Arlington Avenue

Street 2:

City: Riverside

State: California

ZIP Code: 92504

- 4. Select the geographic area(s) associated with the address:** 069065 RIVERSIDE COUNTY
(for multiple selections hold CTRL Key)

4C. HMIS Participation

Instructions:

ALL PROJECTS EXCEPT HMIS

Does this project provide client level data to the HMIS at least annually: This is a required field. Select "Yes" or "No" from the drop down menu.

If "No" was selected, indicate the reason for non-participation in the HMIS by selecting 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. If "Federal/State prohibition" cite the applicable law in the text box provided. For "Other" provide an explanation in the text box. "New project not yet operating," is appropriate only for first time renewals that have yet to begin operations.

If "Yes" was selected:

Indicate the number of clients served from 1/1/2013 – 12/31/2013: Enter the number of participants reported in the HMIS, only positive integers will be accepted. This should be a cumulative yearly count of clients served.

Of the clients served from 1/1/2013 – 12/31/2013, indicate the number reported in the HMIS: Enter a number that is smaller than or equal to the answer in the above question. Only positive integers will be accepted.

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." At least one value must be entered into the grid. Enter a number in the applicable fields that represents the percentage of each data element that have null or missing values, and a number that represents the percentage of each data element were reported as "Don't Know or Refused."

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

- 1. Does this project provide client level data to HMIS at least annually?** Yes
- 2a. Indicate the number of clients served from 1/1/2013 - 12/31/2013** 22
- 2b. Of the clients served from 1/1/2013 - 12/31/2013, indicate the number reported in the HMIS** 22

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%
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:

ALL PROJECTS EXCEPT HMIS

In each non-shaded 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: Enter the number of households under at least one of the categories: Households with at least One Adult and One Child, Adult Households without Children, or Households with Only Children.

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: Enter the total number of homeless that fall under one of the characteristics listed.

Persons in Households with at least One Adult and One Child: Enter the number of persons in households with at least one adult and on 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 fields in the "Total Number..." and "Total Persons" rows will automatically calculate when the "Save" button is clicked.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

Households	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Total Number of Households	0	23	0	23

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	22		22
Non-disabled Adults over age 24	0	0		0
Disabled Adults ages 18-24	0	1		1
Non-disabled Adults ages 18-24	0	0		0
Accompanied Disabled Children under age 18	0		0	0
Accompanied Non-disabled Children under age 18	0		0	0
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	22		22
Total Number of Adults ages 18-24	0	1		1
Total Number of Children under age 18	0		0	0
Total Persons	0	23	0	23

Click Save to automatically calculate totals

5B. Project Participants - Subpopulations

Instructions:

ALL PROJECTS EXCEPT HMIS

*This screen can only be completed once Screen "5A. Project Participants – Households" has been completed and saved.

In each non-shaded field enter the number of persons served at maximum program capacity according to their age group, disability status, and the extent in which persons served fit into one or more of the subpopulation categories. 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 three charts on this screen according to household types.

Persons in Households with at Least One Adult and One Child chart: Enter 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.

Persons in Households without Children chart: Enter 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.

Persons in Households with Only Children chart: Enter 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.

Total Persons: All fields in the "Total Persons" rows will calculate automatically when the "Save" button is clicked.

Describe the unlisted subpopulations referred to above: This field is visible and mandatory if a number greater than 0 is entered into the column "Persons not represented by listed subpopulations." Enter text that describes the person(s) identified in this column and explains how they do not fall under the other categories in columns 1 through 9.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

Persons in Households with at Least One Adult and One Child

Characteristics	Chronic ally Homeless s Non- Veterans	Chronic ally Homeless s Veterans	Non- Chronic ally Homeless s Veterans	Chronic Substan- ce Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domesti- c Violence	Physical Disabilit- y	Develop- mental Disabilit- y	Persons not represent- ed by listed subpopu- lations
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	0	0	0
---------------	---	---	---	---	---	---	---	---	---	---

Persons in Households without Children

Characteristics	Chronic ally Homeles s Non- Veterans	Chronic ally Homeles s Veterans	Non- Chronic ally Homeles s Veterans	Chronic Substan ce Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domesti c Violence	Physical Disabilit y	Develop mental Disabilit y	Persons not represent ed by listed subpopu lations
Disabled Adults over age 24	22	0	0	1	0	22	0	0	0	0
Non-disabled Adults over age 24	0	0	0	0	0	0	0	0	0	0
Disabled Adults ages 18-24	1	0	0	0	0	1	0	0	0	0
Non-disabled Adults ages 18-24	0	0	0	0	0	0	0	0	0	0
Total Persons	23	0	0	1	0	23	0	0	0	0

Click Save to automatically calculate totals

Persons in Households with Only Children

Characteristics	Chronic ally Homeles s Non- Veterans	Chronic ally Homeles s Veterans	Non- Chronic ally Homeles s Veterans	Chronic Substan ce Abuse	Persons with HIV/AIDS	Severely Mentally Ill	Victims of Domesti c Violence	Physical Disabilit y	Develop mental Disabilit y	Persons not represent ed by listed subpopu lations
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	0	0	0

5C. Outreach for Participants

Instructions:

ALL PROJECTS EXCEPT HMIS

Enter the percentage of project participants that will be coming from each of the following locations: This is a required field. Enter the percentage (between 0% and 100%) of participants that will be coming from each of the following locations:

- 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 coming from TH are not considered to be chronically homeless)
- Persons at imminent risk of losing their night time residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing (only applicable to TH and SSO projects)
- Homeless persons as defined under other federal statutes (TH and SSO only and HUD approval REQUIRED)
- Persons fleeing domestic violence

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

If the total is less than 100 percent, identify how the persons meet HUD's definition of homeless and the project type eligibility requirements.

AND/OR

If "Persons at imminent risk..." is greater than 0 percent, identify the project as either an SSO or TH project and verify that persons served will be within 14 days of losing their housing and becoming literally homeless: This field is required if the total percentage calculated above is less than 100 percent or if a number greater than 0 was entered in the "Persons at imminent risk of losing their nighttime residence" field. If both apply, the project applicant must provide a response to both questions in this field.

If the total percentage calculated above is less than 100 percent, explain where the unaccounted for participants will come from. All participants served in CoC Program funded projects must meet eligibility criteria set forth in the CoC Program interim rule and the FY 2013 CoC Program NOFA.

If the field for "Persons at imminent risk of losing their nighttime residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing" contains a percentage greater than 0, the project applicant must indicate how these persons meet the eligibility criteria for the project component being requested (may only be TH or SSO).

1. Enter the percentage of project participants that will be coming from each of the following locations.

68%	Directly from the street or other locations not meant for human habitation.
32%	Directly from emergency shelters.
0%	Directly from safe havens.
0%	From transitional housing and previously resided in a place not meant for human habitation or emergency shelters, or safe havens.

68%	Directly from the street or other locations not meant for human habitation.
0%	Persons at imminent risk of losing their night time residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing (TH and SSO projects only)
0%	Homeless persons as defined under other federal statutes (TH and SSO only and HUD approval REQUIRED)
0%	Persons fleeing domestic violence.
100%	Total of above percentages

2. If the total is less than 100 percent, identify how the persons meet HUD's definition of homeless and the project type eligibility requirements

AND/OR

If "Persons at imminent risk..." is greater than 0 percent, identify the project as either an SSO or TH project and verify that persons served will be within 14 days of losing their housing and becoming literally homeless.

6A. Standard Performance Measures

Instructions:

ALL PROJECTS EXCEPT SSO and HMIS

Housing Measures: This is a required field. 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: If permanent housing, count each participant who is still living in your units supported by your facility in addition to clients who have exited your units and moved into another permanent housing situation. If transitional housing or a safe haven, only count persons who have exited your units/project and moved into a permanent housing situation.

Income Measure: This is a required field where at least one option must be chosen by the project applicant.

- 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.

For each measure, enter a number 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 can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

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

Housing Measure	Target (#)	Universe (#)	Target (%)
a. Persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year.	22	23	96%

**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 maintained or increased their total income (from all sources) as of the end of the operating year or program exit.	17	23	74%
OR			
b. Persons age 18 through 61 who maintained or increased their earned income as of the end of the operating year or program exit.			0%

6B. Additional Performance Measures

Use this form to submit 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:

ALL PROJECT APPLICATIONS

The fields that must be completed on this screen will vary based on the project type, program type, and component type selected earlier in the project application.

Do any of the properties in this project have an active restrictive covenant: This is a required field. Select "Yes" or "No" to indicate whether or not one or more of the project properties are subject to an active restrictive covenant.

Was the original project awarded as either a Samaritan Bonus or Permanent Housing Bonus project: This is a required field. Indicate if this project previously received funds under either the Samaritan Housing or Permanent Housing Bonus initiative. If yes, then the project must continue to meet the requirements of the initiative, as specified in the Homeless Assistance Grants NOFA for the year in which funds were originally awarded, in order to continue to receive renewal funding under the CoC Program Competition.

Are the requested renewal funds reduced from the previous award as a result of reallocation?: This is a required field. Select "Yes" or "No" to indicate whether the renewal project is reduced through the reallocation process. The response will be compared to the CoC's Reallocation.

Does this project propose to allocate funds according to an indirect cost rate? This is a required field. Select "Yes" or "No" to indicate whether the project either has an approved indirect cost plan in place or will propose an indirect cost plan by the time of conditional award. For more information concerning indirect costs plans, please consult OMB circulars A-122 and A-87 and contact your local HUD office.

Select a grant term: This field is pre-populated with a one-year grant term.

Select the costs for which funding is being requested: This is a required field. All project applications must identify the eligible cost budget for which funding is being requested. The choices available will depend on the component and project type selected at the beginning of this project application. The following eligible costs may be listed: leased units, leased structures, rental assistance, supportive services, operations, and HMIS. Indicate only those activities listed on the CoC's final HUD-approved FY 2014 GIW.

If you do not see the funding budgets that you expected, you may need to return to Screen "3A. Project Detail" to review the "Component Type" and/or "3B. Project Description" to review the type of project selected. See the FY 2014 Funding Notice and the FY 2013 – FY 2014 CoC Program NOFA for additional guidance.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Do any of the properties in this project have an active restrictive covenant? No

2. Was the original project awarded as either a Samaritan Bonus or Permanent Housing Bonus project? Yes

3. Are the requested renewal funds reduced from the previous award as a result of reallocation? No

4. Does this project propose to allocate funds according to an indirect cost rate? No

5. Select a grant term: 1 Year

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

Leased Units	<input type="checkbox"/>
Leased Structures	<input type="checkbox"/>
Rental Assistance	<input checked="" type="checkbox"/>
Supportive Services	<input type="checkbox"/>
Operations	<input type="checkbox"/>
HMIS	<input type="checkbox"/>

7D. Rental Assistance Budget

The following list summarizes the rental assistance funding request for the total term of the project. To add information to the list, select the icon. To view or update information already listed, select the icon.

Total Request for Grant Term:		\$242,040	
Total Units:		23	
Type of Rental Assistance	FMR Area	Total Units Requested	Total Request
N/A	CA - Riverside-San Bernardino-Ontario...	23	\$242,040

Rental Assistance Budget Detail

Instructions:

Type of Rental Assistance: Select the applicable type of rental assistance from the dropdown menu. Options include tenant-based (TRA), sponsor-based (SRA), and project-based assistance (PRA). Each type has unique requirements and applicants should refer to the 24 CFR 578.51 before making a selection.

Metropolitan or non-metropolitan fair market rent area: This is a required field. Select the FY 2014 FMR area in which the project is located. The list is sorted by state abbreviation. The selected FMR area will be used to populate the rents in the chart below.

Does the applicant request rental assistance funding for less than the area's per unit size fair market rents: In the FY 2014 CoC Program Competition, eligible renewal projects requesting rental assistance will now be permitted to request a per-unit amount less than the Fair Market Rent (FMR). If the project applicant wants to request less than the FMR, select "Yes" from the dropdown for this question. The project applicant will then have the ability to enter an amount in the "HUD Paid Rent (applicant)" field that is less than the amount listed in the "FMR Area (applicant)" field

Size of units: These options are system generated. Unit size is defined by the number of distinct bedrooms and not by the number of distinct beds.

of units: This is a required field. For each unit size, enter the number of units for which funding is being requested. The number(s) listed should match the CoC's HUD-approved FY 2014 GIW.

FMR: These fields are populated with the FY 2014 FMRs based on the FMR area selected by the project applicant. The FMRs are available online at <http://www.huduser.org/portal/datasets/fmr.html>

HUD Paid Rent: For each unit size, enter the rent to be paid by the CoC program grant. This rent cannot exceed the FMR amount in the previous column; however, project applicants may request less than the FMR. Once funds are awarded recipients must document compliance with the rent reasonableness requirement set forth in section 578.51(g) of the CoC Program interim rule. (If the applicants select "No" above, this column will not be available for edit)

12 Months: These fields are populated with the value 12 to calculate the annual rent request.

Total Request: This column populates with the total calculated amount from each row based on the number of units multiplied by the corresponding "HUD Paid Rent" and by 12 months. . If the applicant selected "No" above, the automatic calculation will be based on the FMR and not the "HUD Paid Rent."

Total Units and Annual Assistance Requested: The fields in this row are automatically calculated based on the total number of units and the sum of the total requests per unit size per year.

Grant Term: This field is populated with the value "1 Year" and will be read only.

Total Request for Grant Term: This field is automatically calculated based on total annual assistance requested multiplied by the grant term.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

Type of Rental Assistance: N/A

Metropolitan or non-metropolitan fair market rent area: CA - Riverside-San Bernardino-Ontario, CA MSA (0606599999)

Does the applicant request rental assistance funding for less than the area's per unit size fair market rents? No

Size of Units	# of Units (Applicant)	FMR Area (Applicant)	HUD Paid Rent (Applicant)	12 Months	Total Request (Applicant)
SRO	x	\$575	\$575	x	\$0
0 Bedroom	1 x	\$766	\$766	x	\$9,192
1 Bedroom	22 x	\$882	\$882	x	\$232,848
2 Bedrooms	x	\$1,120	\$1,120	x	\$0
3 Bedrooms	x	\$1,582	\$1,582	x	\$0
4 Bedrooms	x	\$1,930	\$1,930	x	\$0
5 Bedrooms	x	\$2,220	\$2,220	x	\$0
6 Bedrooms	x	\$2,509	\$2,509	x	\$0
7 Bedrooms	x	\$2,799	\$2,799	x	\$0
8 Bedrooms	x	\$3,088	\$3,088	x	\$0
9 Bedrooms	x	\$3,378	\$3,378	x	\$0
Total Units and Annual Assistance Requested	23				\$242,040
Grant Term					1 Year
Total Request for Grant Term					\$242,040

Click the 'Save' button to automatically calculate totals.

7H. Sources of Match/Leverage

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

Summary for Match

Total Value of Cash Commitments:	\$0
Total Value of In-Kind Commitments:	\$64,731
Total Value of All Commitments:	\$64,731

Summary for Leverage

Total Value of Cash Commitments:						\$0
Total Value of In-Kind Commitments:						\$388,386
Total Value of All Commitments:						\$388,386
Match/ Leverage	Type	Source	Contributor	Date of Commitment	Value of Commitments	
Match	In-Kind	Government	Department of Men...	11/10/2014	\$64,731	
Leverage	In-Kind	Government	Mental Health Ser...	11/10/2014	\$388,386	

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2014 Funding Notice and the FY 2013 CoC – FY 2014 Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "71. Summary Budget". The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage? Match
2. Type of Commitment: In-Kind
3. Type of Source: Government
4. Name the Source of the Commitment: Department of Mental Health Service Funding
(Be as specific as possible and include the office or grant program as applicable)
5. Date of Written Commitment: 11/10/2014
6. Value of Written Commitment: \$64,731

Sources of Match/Leverage Detail

Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2014 Funding Notice and the FY 2013 CoC – FY 2014 Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "71. Summary Budget". The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

1. Will this commitment be used towards Match or Leverage? Leverage
2. Type of Commitment: In-Kind
3. Type of Source: Government
4. Name the Source of the Commitment: Mental Health Services
(Be as specific as possible and include the office or grant program as applicable)
5. Date of Written Commitment: 11/10/2014
6. Value of Written Commitment: \$388,386

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 field "8. Admin (Up to 10%)."

Admin (Up to 10%): Enter the amount of requested administration funds. The request should match the amount identified on the CoC's HUD-approved FY 2014 GIW. HUD will not fund greater than 10% of the request listed in the field "Sub-Total Eligible Costs Request." Additionally, HUD will not fund greater than 7% of the request listed in the field "Sub-Total Eligible Costs Requested," if the CoC received bonus points in the FY 2014 CoC Program competition for submitting all CoC projects at or below 7%. If an amount above 10% is entered, the system will report an error and prevent application submission when the screen is saved.

Total Assistance plus Admin Requested: This field is automatically populated based on the amount of funds requested on the various budgets completed by the project applicant and Admin costs requested. This is this is the total amount of funding the project applicant will request in the FY 2014 CoC Program Competition.

Cash Match: This field is automatically populated. If it needs to be changed, return to Screen "7I. Sources of Match/Leverage" to make changes to this field.

In-Kind Match: This field is automatically populated. If it needs to be changed, return to Screen "7I. Sources of Match/Leverage" to make changes to this field.

Total Match: This field will automatically calculate the total combined value of the Cash and In-Kind Match. The total match must equal 25% of the request listed in the field "Total Eligible Costs Request" minus the amount requested for Leased Units and Leased Structures. There is no upper limit for Match. If an ineligible amount is entered, the system will report an error and prevent application submission. To correct an inadequate level of match, return to Screen "7I. Sources of Match/Leverage" to make changes..

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 Budget automatically calculates when you click the "Save" button.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

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. Rental Assistance	\$242,040	1 Year	\$242,040
3. Supportive Services	\$0	1 Year	\$0
4. Operating	\$0	1 Year	\$0
5. HMIS	\$0	1 Year	\$0
6. Sub-total Costs Requested			\$242,040
7. Admin (Up to 10%)			\$16,884
8. Total Assistance plus Admin Requested			\$258,924
9. Cash Match			\$0
10. In-Kind Match			\$64,731
11. Total Match			\$64,731
12. Total Budget			\$323,655

8A. Attachment(s)

Instructions:

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.

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

If indicated on Screens 3A and/or 3B, the following additional attachment screens may be visible that should be used instead of Screen 8A. Attachments:

CoC Rejection 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.

Certification of Consistency with Consolidated Plan: Each applicant that is not a State or unit of local government is required to have a certification by the jurisdiction in which the proposed project will be located confirming that the applicant's application for funding is consistent with the jurisdiction's HUD-approved consolidated plan. The certification must be made in accordance with the provisions of the consolidated plan regulations at 24 CFR part 91, subpart F. For projects that selected "No CoC" on form 3A, a Screen HUD-2991 must be obtained and signed by the certifying official for the applicable jurisdiction, indicating that the proposed project will be consistent with the Consolidated Plan. If the Solo Applicant is a State or unit of local government, the jurisdiction must certify that it is following its HUD-approved Consolidated Plan.

Additional Resources can be found at the HUD Resource Exchange:

<https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No		
2) Other Attachment	No	HACR SPC All Cty ...	10/28/2014
3) Other Attachment	No		

Attachment Details

Document Description:

Attachment Details

Document Description: HACR SPC All Cty 2 50070 Cert. of Drug Free Workplace

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. 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 von Zabern

Date: 10/29/2014

Title: Director

Applicant Organization: County of Riverside

PHA Number (For PHA Applicants Only):

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

X

9B. Submission Summary

Page	Last Updated
1A. Application Type	09/24/2014
1B. Legal Applicant	No Input Required
1C. Application Details	No Input Required
1D. Congressional District(s)	10/28/2014
1E. Compliance	09/24/2014
1F. Declaration	09/24/2014
2A. Subrecipients	10/21/2014
3A. Project Detail	09/24/2014
3B. Description	10/28/2014
4A. Services	09/24/2014
4B. Housing Type	09/24/2014
4C. HMIS Participation	10/22/2014
5A. Households	10/28/2014
5B. Subpopulations	No Input Required
5C. Outreach	10/22/2014
6A. Standard	10/28/2014
6B. Additional Performance Measures	No Input Required
7A. Funding Request	09/24/2014
7D. Rental Assistance	09/24/2014
7H. Match/Leverage	10/27/2014
7I. Summary Budget	No Input Required
8A. Attachment(s)	10/28/2014
8B. Certification	10/29/2014

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of the County of Riverside

Program/Activity Receiving Federal Grant Funding

Shelter Plus Care All County # 2

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

All work is performed for the Shelter Plus Care All County # 2 grant is performed on site at 5555 Arlington Ave. Riverside, CA 92504 and 44-199 Monroe Ste. B, Indio CA 92201.

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

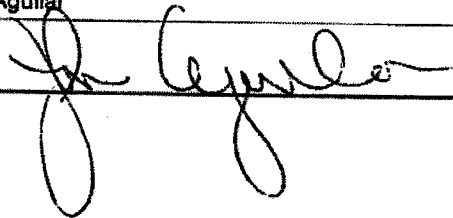
John Aguilar

Title

Deputy Director

Signature

x



Date

10/28/2014



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

Riverside County Community Services Directory
AGENCY INFORMATION FORM

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

Agency Name: _____

List Aliases/ known abbreviations/ other names: _____

Physical Address: _____

City: _____ State: _____ Zip code: _____

Confidential location: Yes No

Handicap accessible? Yes No

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Main Phone: _____ Alternative Phone: _____

Fax: _____ TDD/TYY: _____

Hotline: _____ Other: _____

Website: _____

E-mail: _____

Legal Status

- | | | | |
|--|--|---------------------------------------|---|
| <input type="checkbox"/> Private, non-profit | <input type="checkbox"/> Public-County | <input type="checkbox"/> Public-State | <input type="checkbox"/> Public-Federal |
| <input type="checkbox"/> Faith Based | <input type="checkbox"/> For Profit | <input type="checkbox"/> Other _____ | |

Tax Classification:

Year of Incorporation: _____

Office Days and Hours: _____

Eligibility/ Target Population: _____

Agency Description: _____

Languages spoken other than English: _____

Fees

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

Method of Payment

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

Personnel

Agency Director: _____ Title: _____

Phone: _____ Email: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

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

Submitted by: _____

Phone: _____

Date : _____



Volunteer Center of Riverside

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



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

**Riverside County Community Services Directory
PROGRAM INFORMATION FORM**

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

Agency Name: _____

Program Name: _____

List Aliases/ known abbreviations/ other names: _____

Program Physical Address: _____

City: _____ State: _____ Zip code: _____

Confidential location: Yes No

Handicap accessible? Yes No

Mailing Address: _____

City: _____ State: _____ Zip code: _____

Program Phone: _____ Alternative Phone: _____

Fax: _____ TDD/TYY: _____

Hotline: _____ Other: _____

Website: _____

E-mail: _____

Program Days and Hours: _____

Program Description: _____

Eligibility/Target Population: _____

Intake/Application Procedure:

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

Documents Required: _____

Areas Served: (Please indicate specific areas program services)

Regions

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

Cities: _____

Zip Codes: _____

Fees:

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

Method of Payment

- Medi-Cal Cash Credit Cards Personal Check

Languages spoken other than English: _____

Personnel

Program Director: _____ Title: _____

Phone: _____ Email: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

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

Submitted by: _____

Phone: _____

Date: _____



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

DEPARTMENT OF PUBLIC SOCIAL SERVICES

ADMINISTRATIVE HANDBOOK FOR HUD FUNDED CONTINUUM OF CARE PROGRAM



**ADMINISTRATIVE HANDBOOK
FOR HUD FUNDED
CONTINUUM OF CARE PROGRAM
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ATTACHMENTS

DPSS 3106 (HUD Programs Claim Form)
HUD Continuum of Care Time/Activity Report

INTRODUCTION

This handbook provides project administration guidelines and financial reporting requirements for Subrecipients under contract with Riverside County Department of Public Social Services to operate the Housing and Urban Development grant-funded Continuum of Care (CoC) Program. This program consolidates the Supportive Housing Program, Shelter Plus Care, and Section 8 Moderate Rehab. This handbook does not supersede any law, regulation, or policy issued by the U.S. Government or the Department of Housing and Urban Development with regard to this program.

Assistance to homeless individuals was authorized by the McKinney-Vento Homeless Assistance Act of 1987 as amended by the Housing and Community Development Act of 1992, approved October 28, 1992. The Act established numerous programs to promote the development of housing and supportive services to assist homeless persons in the transition from streets and shelters to permanent housing and to achieve maximum self-sufficiency. The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, consolidates three of the separate homeless assistance programs administered by HUD under the McKinney-Vento Homeless Assistance Act into a single grant program known as the Continuum of Care Program (CoC). The HEARTH Act also codifies in law the Continuum of Care planning process, a longstanding part of HUD's application process to assist homeless persons by providing greater coordination in responding to their needs.

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

This handbook is intended to outline the DPSS procedures and also contains direction on where to find the federal codes and regulations for the HUD Continuum of Care Program.

DPSS CONTACTS

HOMELESS PROGRAM UNIT	
Program Specialist II (All grants)	951-358-5694
CONTRACT ADMINISTRATION UNIT	
Contract Analyst	951-358-3081
FISCAL	
Administrative Services Analyst II (all grants)	951-358-6548 or 951-358-7758

A. ACCOUNTING PROCEDURES

The Subrecipient's financial system must comply with:

- 24 CFR 84.21 if you are an institution of higher education, hospital, or other nonprofit organization
- 24 CFR 85.20 if you are a state, local government, or federally recognized Indian tribe
- 2 CFR Part 200

1. CLAIMS

Although federal regulations affecting claiming may change during the course of your grant, the regulations that were in effect at the time your grant was approved will usually apply until your grant expires or is renewed.

2. CLAIM FORMS

Claims should be received by DPSS no later than 30 days after the end of the month in which services were provided using the DPSS 3106 HUD Programs Claim Form (see attached) with the required supporting documentation (see Section 5 *Supporting Documentation*).

Time/Activity reports (see attached) are required for all staff (see Section 5 *Supporting Documentation*).

3. REIMBURSEMENTS

Generally, reimbursement payments are sent to you within thirty (30) days after receipt of your claim.

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

Once your claim has been reviewed, we will send you back a letter indicating any differences. If you disagree with any disallowance, please request any correction within 30 days from the date of the letter.

4. MATCH

All eligible funding costs, except leasing, must be matched with no less than a **25 percent cash or in-kind contribution**. No match is required for leasing. The match requirements apply to project administration funds, along with the traditional expenses—operations, rental assistance, supportive services, and HMIS. Match must be met for each operating year. Match must be submitted with each monthly claim.

For an in-kind match, the subrecipient may use the value of property, equipment, goods, or services contributed to the project, provided that, if the subrecipient had to pay for such items with grant funds, the costs would have been eligible. If third-party services are to be used as a match, the subrecipient

and the third-party service provider that will deliver the services must enter into a memorandum of understanding (MOU)—**before the grant is executed**—documenting that the third party will provide such services and value towards the project.

All match must be for eligible activities.

5. SUPPORTING DOCUMENTATION

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

Documentation for like line items should be clipped together and identified with a summary sheet or label identifying the Line Item Number or the Activity as listed on the Claim Form. A spreadsheet itemizing the expenses, or at a minimum, an adding machine tape showing the expenses with a matching amount on the claim form is helpful. The clearer the information is that you provide, the quicker we will be able to process the claim.

The Management Reporting Unit reviews each claim for expenses that are:

- Allowable
- Allocable
- Reasonable

CLAIM DOCUMENTATION REQUIRED BY DPSS

LEASING / RENTAL ASSISTANCE
● Lease agreement (does not need to be submitted with each claim. Must be submitted each time a lease expires or changes.)
● Invoice or documentation of rent amount and due date
● Proof of payment (cancelled check or check stub)
STAFF (Operations, Supportive Services, HMIS and Admin)
● Time Sheet
● Time and Activity Report
● Pay Stub or Payroll Report
EXPENSES (Operations, Supportive Services, HMIS and Admin)
● Invoice or receipt that is dated and has a detailed explanation of charges.
● Proof of payment (cancelled check or check stub)

6. **INDIRECT COSTS**

DPSS, with HUD's approval, has elected to allow Direct Costs only

7. **IDENTIFYING LINE ITEMS**

- Acquisition (24 CFR Part 578.43)
- Rehabilitation (24 CFR Part 578.45)
- New Construction (24 CFR Part 578.47)
- Leasing (24 CFR Part 578.49)
- Rental Assistance (24 CFR Part 578.51)
- Supportive Services (24 CFR Part 578.53)
 - Assessment of Service Needs
 - Assistance with moving costs
 - Case management
 - Child care
 - Education Services
 - Employment Assistance
 - Food
 - Housing/Counseling Services
 - Legal Services
 - Life Skills
 - Mental Health Services
 - Outpatient Health Services
 - Outreach Services
 - Substance Abuse Treatment Services
 - Transportation
 - Utility Deposits
- Operating Costs (24 CFR Part 578.55)
 - Maintenance/Repair
 - Property Taxes and Insurance
 - Replacement Reserve
 - Building Security
 - Electricity, Gas, and Water
 - Furniture
 - Equipment (lease, buy)
- HMIS (24 CFR Part 578.57)
 - Equipment
 - Software
 - Services
 - Personnel
 - Space & Operations
- Administration (24 CFR Part 578.59)
 - Administration

B. RECORDKEEPING

See 24 CFR Part 578.103 (available at <http://www.ecfr.gov>)

C. REPORTING

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

D. ASSESSMENT AND MONITORING

Riverside County is on record as the applicant and grantee for the HUD grant funds you receive. As such, the Riverside County DPSS is responsible for ensuring that the funds received by Subrecipients are utilized according to federal law and policy, and that goals established in the Project Application, Technical Submission, and Contract are being met. To ensure that the County and Subrecipients comply with HUD and all applicable policies, DPSS will conduct on-site program, financial, and contract compliance monitoring visits at least annually.

Reviews will be conducted, at least annually, by representatives from the Homeless Programs Unit (lead), the Subrecipient's liaison from the Fiscal Unit, and the Contracts Administration Unit. The purpose of the monitoring visit is to assess how well the Subrecipient is implementing its grant and/or to offer technical assistance.

In preparation for the on-site monitoring visit, the monitoring team will contact the Subrecipient to arrange a mutually convenient date for the visit, explain the purpose of the monitoring visit, and provide an advance copy of the monitoring tool.

The County will follow a monitoring plan and conduct a Monitoring Visit Entrance Meeting and Exit Meeting. During the Entrance meeting, the monitoring team will meet Subrecipient key personnel and provide an overview of the review process. At the Exit meeting, the County will review and comment on areas which might be a finding or a concern during the visit.

DPSS will prepare Monitoring Report for the review not later than thirty (30) days after the visit. The Subrecipient will be given, if appropriate, thirty (30) days to respond to the report, including a corrective action plan for review and approval by DPSS.

E. FUTURE APPLICATIONS AND PROJECT RENEWALS

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

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

meet program goals, mismanagement of funds, or failure to serve the population targeted in the Technical Submission.

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

CoC PROGRAM REFERENCE GUIDE

1. 24 CFR Part 578

https://www.onecpd.info/resources/documents/CoCProgramInterimRule_FormattedVersion.pdf

2. OMB Circular 2 CFR Part 200 (OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS)

<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>

3. Homelessness Resource Exchange – CoC Program

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

4. HUD Exchange

<https://www.hudexchange.info/homelessness-assistance/>

5. Department of Public Social Services – Homeless Program

<http://dpss.co.riverside.ca.us/homeless-programs>

CERTIFICATION OF TENANT ROLL

MONTH OF: YEAR: SPONSOR NAME: GRANT #:

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

CERTIFICATION

I certify this is true and correct

X _____ DATE

SIGNATURE

**ASSURANCE OF COMPLIANCE WITH
THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF ORGANIZATION
(HEREINAFTER CALLED THE "CONTRACTOR")

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability 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 assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted with the required Civil Rights Plan Update.

Date

Director's Signature

Address of CONTRACTOR

ATTACHMENT C
Shelter Plus Care Consolidated All County Agreement

**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.

AGREEMENT: HO-03054

CONTRACTOR: Housing Authority of the County of Riverside

ACTIVITIES: Shelter Plus Care Consolidated All County

TERM: June 17, 2015 - June 16, 2016

MAXIMUM REIMBURSABLE AMOUNT: \$534,245.00

HUD PROJECT NUMBER: CA0683L9D081407

RECITALS

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

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

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

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]*
ERIC STOPHER
DATE: 6/16/15

Authorized Signature for County: <i>[Signature: Marion Ashley]</i>	Authorized Signature for Housing Authority of the County of Riverside- <i>[Signature: Marion Ashley]</i>
Printed Name of Person Signing: Marion Ashley	Printed Name of Person Signing: Marion Ashley
Title: Chair, Board of Supervisors	Title: Chairman, Board of Commissioners
Address: 10281 Kidd St. Riverside, CA 92503	Address: 5555 Arlington Ave Riverside, CA 92504
Date Signed: JUL 21 2015	Date Signed: OCT 06 2015

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

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]*
JHAILAR BROWN
DATE: 9-2-15

OCT 06 2015 102
JUL 21 2015 335

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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 Subrecipient, which is the basis on which HUD approved the grant.
- C. The term "APR" refers to the Annual Performance Report.
- D. The term "Draw Down" refers to the wire transfer system called Line of Credit Control System - Voice Response System (LOCCS – VRS).
- E. The term "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- F. The term "HMIS" refers to the Riverside County Homeless Management Information System.
- G. 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.
- H. 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.
- I. The terms "Subrecipient" or "Contractor" refer to the Housing Authority of the County of Riverside, the entity under agreement with DPSS to operate the project on a daily basis.
- J. 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 Agreement.
- K. The term "Subcontractor" means any supplier, vendor, or firm, that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- L. 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.
- M. The term "Technical Submission" refers to the approved documents prepared by the Subrecipient and submitted to HUD after the HUD grant award.

II. DPSS RESPONSIBILITIES

- A. DPSS shall assure that the services provided by the Subrecipient 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 Subrecipient. This staff will provide the Subrecipient programmatic consultation and advise the Subrecipient of all-pertinent existing guidelines and regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to the Subrecipient as needed.
- C. DPSS will assign staff to monitor the performance of the Subrecipient in performing the terms, conditions, and specifications of this Agreement. DPSS, at its sole discretion, may monitor the performance of the Subrecipient 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 Subrecipient; (3) annual inspection of all available fiscal statements and other records maintained by the Subrecipient; and (4) annual statements that the Subrecipient is required to complete under this Agreement.

III. SUBRECIPIENT RESPONSIBILITIES

- A. The Subrecipient 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 Subrecipient will also provide client linkages to other sources of support. The Subrecipient 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 Subrecipient shall provide services as set forth in the Project Application, attached hereto as **Exhibit A**, and incorporated herein by these references.
- C. The Subrecipient 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, Subrecipients 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 Subrecipient 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 Subrecipient 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 Subrecipient shall comply with the Educational Assurance requirements as stipulated in the McKinney-Vento Homeless Education Assistance Improvements Act.
- G. The Subrecipient 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 Subrecipient an exclusive perpetual license to use the HMIS software for the term of this Agreement.
 - 3. The Subrecipient shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the County of Riverside Continuum of Care's HMIS Policies and Procedures Manual, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.
 - 4. The Subrecipient must maintain a valid HMIS End User Agreement on file with DPSS, which is located on the DPSS website: <http://dpss.co.riverside.ca.us/homeless-programs>.

IV. FISCAL PROVISIONS

A. OBLIGATION

The Subrecipient shall be reimbursed by HUD, utilizing a draw down process, for an amount not to exceed \$522,139. The County shall be reimbursed by HUD for an amount not to exceed \$12,106. Said funds shall be spent according to the budget shown below.

BUDGET CATEGORY	Total
RENTAL ASSISTANCE	\$500,340
ADMINISTRATIVE COSTS (SUBRECIPIENT)	\$21,799
SUBRECIPIENT TOTAL	\$522,139
ADMINISTRATIVE COSTS (COUNTY)	\$12,106
GRANT TOTAL	\$534,245.00

The Subrecipient 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**).

B. METHOD, TIME, AND CONDITION OF PAYMENTS

1. The Subrecipient shall submit to DPSS a monthly claim in accordance with the Administrative Handbook (**Exhibit D**).
2. The Subrecipient 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 Subrecipient 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 Subrecipient must be money provided to the project by one or more of the following: the Subrecipient, 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 Subrecipient does not meet the requirements in paragraph 2.a. above, DPSS reserves the right to suspend or terminate this Agreement.

C. BUDGET MODIFICATIONS

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 Subrecipient 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 Subrecipient 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.
1. 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient meets the approved match for the unused funds even if the match is different from the approved match from the prior operating year.

D. DISBURSEMENT OF FUNDS

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

- 1. The Subrecipient shall submit claims for reimbursement pursuant to the Budget listed in section IV.A. on a monthly basis.

2. Administrative costs are costs associated with accounting for the use of grant funds, preparing reports for submission to HUD, obtaining program audits, similar costs related to administering the grant after the award, and staff salaries associated with these administrative costs.

E. UNEXPENDED FUNDS AND CLOSE-OUTS

1. The Subrecipient shall complete all necessary closeout procedures, including the APR, required by DPSS within a period of not more than **sixty (60) 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 Subrecipient 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 Subrecipient, if required to have an A-133 audit, shall provide a final financial audit for activities performed under this Agreement within thirty (30) days from finalization of audit.

F. INSPECTION AND AUDITS

1. The Subrecipient shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. The Subrecipient 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 Subrecipient disagree with any audit conducted by DPSS, the Subrecipient 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 Subrecipient will not be reimbursed by DPSS for such an audit.
5. In the event the Subrecipient does not make available its books and financial records at the location where they are normally maintained, the Subrecipient agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting any audit.
6. All Agreement 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 Subrecipient shall provide adequate cooperation to any employee assigned by DPSS in order to permit their determination of the Sub-recipient's

conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.

G. WITHHELD PAYMENTS

1. Unearned payments under this Agreement may be suspended or terminated if grant funds to DPSS are suspended terminated, or if the Subrecipient 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 Subrecipient. 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 Sub-recipient may be withheld by DPSS if the Subrecipient fails to comply with the provisions of this Agreement.

H. FISCAL ACCOUNTABILITY

4. The Sub-recipient 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.
5. The Sub-recipient must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, the Sub-recipient must develop an accounting procedure manual. Said manual shall be made available to DPSS upon request or during fiscal monitoring visits.

I. AVAILABILITY OF FUNDING

Funding for this Agreement is subject to the continuing availability of funds provided to DPSS during the Agreement period. DPSS will inform the Sub-recipient, 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 June 17, 2015 - June 16, 2016.

B. BACKGROUND CHECKS

Contractors providing services to minors (detailed in **Exhibit A-Project Application**) shall be required to conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under this Agreement. Prior to these individuals providing services to clients, the Contractor shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file.

C. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Federal Law. All records and information concerning any and all persons referred to the Contractor shall be considered and kept confidential by the Contractor, its staff, agents, employees and volunteers. The Contractor shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this Agreement with the Contractor before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Contractor by Riverside County.

Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

D. CONTINUUM OF CARE PROGRAM COMPLIANCE

By executing this Agreement, the Subrecipient 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).

E. CONFLICT OF INTEREST

The Subrecipient 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 Subrecipient believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by the Subrecipient under this agreement. The Subrecipient agrees to inform DPSS of all of the Subrecipient's interests, if any, which are or which the Subrecipient believes to be incompatible with any interest of DPSS. The County will make final determination of any dispute about conflict(s) of interest.

F. 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 Subrecipient'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 Subrecipient of the default that establishes a date by which corrective actions must be completed and puts the Subrecipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
 - b. Direct the Subrecipient to submit progress schedules for completing the approved activities;
 - c. Direct the Subrecipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;
 - d. Direct the Subrecipient 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 Subrecipient default.

G. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, 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, 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, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

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 choice, subject to the approval of County, which shall not be unreasonably withheld, 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 to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. 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 County herein from third party claims.

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

H. 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's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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 the COUNTY as additional Insured. 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: