

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



**ITEM  
10.1  
(ID # 8042)**

**MEETING DATE:**

Tuesday, October 30, 2018

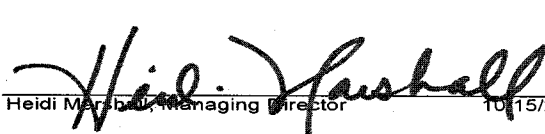
**FROM :** HOUSING AUTHORITY:

**SUBJECT:** HOUSING AUTHORITY: Ratify and Approve Various Shelter Plus Care Subrecipient Agreements between the Housing Authority of the County of Riverside and the Riverside County Department of Public Social Services; All Districts, [\$1,106,492], Riverside County Department of Public Social Services Shelter Plus Care Program 100%; Project is CEQA Exempt

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

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Ratify and approve the attached five Shelter Plus Care Subrecipient Agreements, including exhibits, between the Riverside County Department of Public Social Services and the Housing Authority of the County of Riverside, each with a one-year term, in the following amounts (i) Subrecipient Agreement DPSS - 0000019, Shelter Plus Care Consolidated All County in the amount of \$450,929, (ii) Subrecipient Agreement DPSS-0000020, Shelter Plus Care Consolidated I/II in the amount of \$423,348, (iii) Subrecipient Agreement DPSS - 0000033, Shelter Plus Care Enhanced Housing Opportunities Program (EHOP) in the amount of \$43,027, (iv) Subrecipient Agreement DPSS - 0000045, Shelter Plus Care Street to Home Chronic Homeless in the amount of \$115,521, and (v) Subrecipient Agreement DPSS – 0000057, Shelter Plus Care Project Based with Operation Safe House (OSH) in the amount of \$73,667, for a total of \$1,106,492 in DPSS Shelter Plus Care Program funds (collectively, Agreements);

**ACTION:** Policy

  
Heidi Marshall, Managing Director

10/15/2018


  
Robert Field, Assistant County Executive Officer/ECD

10/15/2018

**MINUTES OF THE BOARD OF COMMISSIONERS**

On motion of Commissioner Jeffries, seconded by Commissioner Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Washington, Perez and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** October 30, 2018  
**xc:** Housing Authority

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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

3. Authorize the Chairman of the Board of Commissioners to execute the attached Agreements; and
4. Authorize the Deputy Executive Director, or designee, to take all necessary steps to implement the Agreements, including but not limited to, signing any subsequent, necessary and relevant documents or amendments, provided any amendments to an individual Agreement do not increase the grant amount by more than 5% annually, subject to approval by County Counsel.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,106,492	\$ 0	\$ 1,106,492	
<b>NET COUNTY COST</b>				
<b>SOURCE OF FUNDS:</b> Riverside County Department of Public Social Services Shelter Plus Care program 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 17/18 & 18/19	

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

**BACKGROUND:**

**Summary**

The U.S. Department of Housing and Urban Development (HUD) sponsors the Shelter Plus Care Program (Program). The primary purpose of the Program is to provide rental assistance to homeless persons with disabilities, coupled with supportive services. The Program promotes participants' reintegration into mainstream housing within the community and allows for flexibility in tailoring supportive services to each participant's unique needs. The County of Riverside Board of Supervisors (Board of Supervisors) delegated authority to the Riverside County Department of Public Social Services (DPSS) to accept Shelter Plus Care program funds and enter into subrecipient agreements. DPSS provides coordination and administration of the Program as part of the County's Continuum of Care program. The Housing Authority of the County of Riverside (Authority) applied to DPSS to receive Program funds and was approved as a Program subrecipient.

**Shelter Plus Care Subrecipient Agreements**

The Authority and DPSS entered into five (5) separate Shelter Plus Care Subrecipient Agreements (each with a five year term) which have since expired. Housing Authority staff recommends the Board approve five (5) new Shelter Plus Care Subrecipient Agreements to implement the Program and assist homeless persons.

Five (5) separate proposed subrecipient agreements between DPSS, as grantor, and the Authority, as grantee, are attached. The proposed subrecipient agreements each provide for permanent supportive housing throughout the County of Riverside over a one-year period. The proposed subrecipient agreements vary in grant start and end date, grant

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amount, and population of focus. The proposed subrecipient agreements are attached hereto and a description of each agreement is below (collectively, "Agreements"):

- a. Subrecipient Agreement DPSS-0000019 relates to a Shelter Plus Care Consolidated All County Project with a contract amount of \$450,929. This activity involves provision of rental assistance to 41 individuals residing on the streets, in emergency shelters, or in other places not meant for human habitation. The specific population focus includes individuals suffering from severe mental illness. The term of this agreement is June 1, 2018 through May 31, 2019.
- b. Subrecipient Agreement DPSS - 0000020 relates to a Shelter Plus Care Consolidated I/II Project with a contract amount of \$423,348. Project activities include provision of rental assistance to 51 individuals residing on the streets or in other places not meant for human habitation. The specific population focus includes chronically homeless individuals or individuals suffering from severe mental illness or HIV/AIDS. The term of this agreement is August 1, 2018 through July 31, 2019.
- c. Subrecipient Agreement DPSS-0000033 relates to a Shelter Plus Care Enhanced Housing Opportunities Program (EHOP) Project with a contract amount of \$43,027. This activity involves provision of rental assistance to four individuals residing on the streets or in other places not meant for human habitation. The specific population focus includes individuals suffering from HIV/AIDS. The term of this agreement is May 1, 2018 through April 30, 2019.
- d. Subrecipient Agreement DPSS-0000045 relates to a Shelter Plus Care Street to Home Chronic Homeless Project with a contract amount of \$115,521. Project activities include provision of rental assistance to 13 individuals residing on the streets, in emergency shelters, or in other places not meant for human habitation. The specific population focus includes chronically homeless individuals, or individuals suffering from severe mental illness, HIV/AIDS, or substance abuse. The term of this agreement is July 1, 2018 through June 30, 2019.
- e. Subrecipient Agreement DPSS-0000057 relates to a Shelter Plus Care Project Based with Operation Safe House (OSH) with a contract amount of \$73,667. Project activities include provision of project-based rental assistance to 13 youth or young adults residing on the streets, in emergency shelter, or in other places not meant for human habitation. The specific population focus includes non-chronic and chronically homeless youth and young adults, ages 18-23 and who are suffering from substance abuse, severe mental illness, HIV/AIDS and developmental disabilities. The term of this agreement is September 1, 2018 through August 31, 2019.

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**Staff Recommendations**

Staff recommends that the Authority Board of Commissioners approve the Agreements, which have been approved by County Counsel as to form. Staff further recommends that the Authority Board of Commissioners authorize the Deputy Executive Director, or designee, to take all necessary steps to implement the Agreements, including but not limited to, signing any subsequent, necessary and relevant documents or amendments, subject to approval by County Counsel.

Pursuant to the California Environmental Quality Act (CEQA), the proposed Agreements were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption. It can be seen with certainty that there is no possibility that the execution of the Agreements may have a significant effect on the environment, as the grant of funds awarded in the Agreements will have only financial effects and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by Housing Authority staff with the County Clerk upon approval of the Agreements.

**Impact on Citizens and Businesses**

Through the Shelter Plus Care program, the Authority continues to improve the lives of homeless individuals through direct housing assistance and related services.

**ATTACHMENTS:**

- A. Agreement DPSS-0000019, Shelter Plus Care Consolidated All County
- B. Agreement DPSS-0000020, Shelter Plus Care Consolidated I/II
- C. Agreement DPSS-0000033, Shelter Plus Care EHOP
- D. Agreement DPSS-0000045, Shelter Plus Care Street to Home Chronic Homeless
- E. Agreement DPSS-0000057, Shelter Plus Care Project Based with OSH

  
Rekini Dasika, Principal Management Analyst 10/22/2018

  
Gregory E. Priarios, Director County Counsel 10/18/2018

**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.

**SUBRECIPIENT AGREEMENT:** DPSS-0000033

**SUBRECIPIENT:** Housing Authority of the County of Riverside

**ACTIVITIES:** Enhanced Housing Opportunities Program (EHOP)

**TERM:** May 1, 2018 - April 30, 2019

**MAXIMUM REIMBURSABLE AMOUNT:** \$43,027.00

**HUD PROJECT NUMBER:** CA0664L9D081704

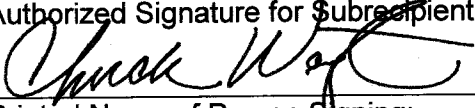
This Subrecipient Agreement ("Agreement") is made and entered into by and between the County of Riverside's Department of Public Social Services (hereinafter referred to as "County") and the Housing Authority of the County of Riverside (hereinafter referred to as the "Subrecipient").


**RECITALS**

**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 (CoC Program), as described in the County's grant agreement with the Grantor.

**NOW THEREFORE**, County 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.

Authorized Signature for County:	Authorized Signature for Subrecipient: 
Printed Name of Person Signing: Deneen Flemming	Printed Name of Person Signing: Chuck Washington
Title: Procurement Contract Specialist	Title: Chairman, Board of Commissioners
Address: 2980 Washington Street Riverside, CA 92503	Address: 5555 Arlington Ave. Riverside, CA 92504
Date Signed:	Date Signed: OCT 30 2018

ATTEST:  
KECIA HARPER-IHEM, Clerk  
BY:   
DEPUTY

OCT 30 2018 10-1

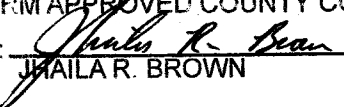
FORM APPROVED COUNTY COUNSEL  
BY:   
JHAILA R. BROWN DATE 10/17/18

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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** – 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 (LOCCS).
- 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 CoC Program into independent permanent housing.
- I. The term "Subrecipient" refers to 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 Subrecipient 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 Subrecipient or another Subcontractor.
- L. The term "Continuum of Care Program (CoC Program)" refers to the HUD grant program designed to promote communitywide commitment to the goal of ending homelessness and provide funding for efforts by homeless service providers.
- M. The term "Technical Submission" refers to the second phase of the application process. Applicants who are conditionally selected for funding, are required to complete a detailed Project plan that contains technical information not described in the original Application.

**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 shall provide services as set forth in the Project Application, attached hereto as **Exhibit A**, and incorporated herein by this reference.
- B. The Subrecipient must ensure that all CoC Program Participants comply with the regulations applicable to the CoC Program as set forth in 24 CFR Part 578, and 2 CFR Part 200. In the event that any federal or state laws or regulations, including without limitation regulations by HUD add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, CoC Program Participants shall comply with such requirements, as amended.
- 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 Riverside County Agency Registration Form and 2-1-1 Riverside County Program Registration Form 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:

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



- E. The Subrecipient shall comply with the policies and procedures in the DPSS Administrative Handbook for HUD Funded Continuum of Care Programs, attached hereto as **Exhibit D** and incorporated herein by this reference, and all laws applicable to the provision of services under this program. The Subrecipient shall use the most current version of **Exhibit D**. Any subsequent changes to Exhibit D issued by DPSS shall automatically serve as Exhibit D to the contract.
- 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 and timely basis ensuring completeness and accuracy of data entered in HMIS.
  - 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 CoC Program'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>.
- H. The Subrecipient agrees to participate in the County of Riverside CoC Program coordinated entry system. This coordinated assessment is a key step in assessing the needs of homeless individuals and families requesting assistance in prioritizing those household's for assistance. Establishment and operation of a coordinated assessment system is a requirement of 24 CFR part 578.

**IV. FISCAL PROVISIONS**

**A. OBLIGATION**

The Subrecipient shall be reimbursed by HUD, utilizing a Draw Down process, for an amount not to exceed \$41,632. The County shall be reimbursed by HUD for an amount not to exceed \$1,395. Said funds shall be spent according to the budget shown below.

BUDGET CATEGORY	Total
LEASING	\$0
RENTAL ASSISTANCE	\$40,236
SUPPORTIVE SERVICES	\$0
OPERATING COSTS	\$0
HMIS	\$0
ADMINISTRATIVE COSTS (SUBRECIPIENT)	\$1,396
<b>SUBRECIPIENT TOTAL</b>	<b>\$41,632</b>
ADMINISTRATIVE COSTS (COUNTY)	\$1,395
<b>GRANT TOTAL</b>	<b>\$43,027</b>

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

1. The Subrecipient shall submit to DPSS a monthly claim in accordance with the Administrative Handbook for HUD Funded Continuum of Care Programs (**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 the Administrative Handbook for HUD Funded Continuum of Care Programs (**Exhibit D**) and the Project Application (**Exhibit A**).

- 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. REALLOCATION OF FUNDS

Reallocating funds is one of the most important tools by which CoC Programs can make strategic improvements to their homelessness system. Through reallocation, CoC Programs can create new, evidence-informed Projects by eliminating Projects that are underperforming or are more appropriately funded from other sources. Projects with returned/unspent funds in the last three years, regardless of the amount will be considered for reallocation by the CoC Program designated Independent Review Panel.

## V. GENERAL PROVISIONS

### A. TERM OF AGREEMENT

1. The Agreement shall be effective from May 1, 2018 – April 30, 2019.
2. All Program funds shall be expended by the Project operating ending period.
3. All Final funds requests shall be submitted within 30 days after the expenditure deadline.

### B. BACKGROUND CHECKS

Subrecipients providing services to minors (detailed in **Exhibit A-Project Application**) shall be required to conduct criminal background checks on all employees, Subcontractors, and volunteers providing services under this Agreement. Prior to these individuals providing services to clients, the Subrecipient 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 Subrecipient 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 Subrecipient shall be considered and kept confidential by the Subrecipient, its staff, agents, employees and volunteers. The Subrecipient shall require all of its employees, agents, Subcontractors and volunteer staff who may provide services under this Agreement with the Subrecipient 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 Subrecipient by Riverside County.

Subrecipient 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 Subrecipient 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 CoC Program, including; HUD Application, Technical Submission; CoC Program Interim Rule (24 CFR Part 578); Administrative Requirement for Grants and Cooperative Agreements (2 CFR Part 200); 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.

A copy of the agency's Conflict of Interest policy should be submitted to DPSS upon execution of this Agreement.

#### 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 CoC

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

Subrecipient 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 Subrecipient, 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 Subrecipient, its officers, agents, employees, Subcontractors, agents or representatives from this Agreement. Subrecipient 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 Subrecipient, Subrecipient 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 Subrecipient's indemnification to County as set forth herein. Subrecipient's obligation to defend, indemnify and hold harmless County shall be subject to County having given Subrecipient 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 Subrecipient's expense, for the defense or settlement thereof. Subrecipient's obligation hereunder shall be satisfied when Subrecipient 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 Subrecipient'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 Subrecipient from indemnifying County to the fullest extent allowed by law.

#### H. INSURANCE

Without limiting or diminishing the Subrecipient's obligation to indemnify or hold the County harmless, Subrecipient 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.

1. Workers' Compensation: If Subrecipient has employees as defined by the State of California, the Subrecipient 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.
2. 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 Subrecipient'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.
3. Professional Liability: If, at any time during the duration of this Agreement and any renewal or extension thereof, the Subrecipient, 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 Subrecipient 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 Tall 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 (1), (2), or (3) will continue for a period of five (5) years beyond the termination of this Agreement.
4. Vehicle Liability: If Subrecipient's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, Subrecipient 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.

5. General Insurance Provisions – All lines:

- a. 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.
- b. The Subrecipient'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, Subrecipient'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.
- c. The Subrecipient 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. Subrecipient 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.
- d. It is understood and agreed to by the parties hereto and the Subrecipient'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.
- e. 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 Subrecipient has become inadequate.

- f. Subrecipient shall pass down the insurance obligations contained herein to all tiers of Subcontractors working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
- h. Subrecipient 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 the County 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 Subrecipient 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 Subrecipient 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 Subrecipient.
3. The Subrecipient 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 Subrecipient shall document, prior to grant execution, all services to be provided by a third party by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services, as per CFR 578.73, (c)(3).
5. Nothing contained in this 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. TERMINATION

1. 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, and may take any other remedies available by law, or otherwise specified in this Agreement. DPSS may also:
  - a. 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
  - b. Withhold funds pending correction of the breach.
2. DPSS may immediately suspend or terminate if there is a conflict with any federal, state or local laws, ordinance, regulation or rule rendering any provision of this Agreement invalid or untenable.
3. 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.
4. The Subrecipient may terminate this Agreement with cause upon written notice served upon DPSS stating the extent and effective date of termination. Subrecipient 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.
5. 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.
6. 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.

#### L. GOVERNING LAW

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



**M. NOTICES**

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

DPSS: Department of Public Social Services  
(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  
5555 Arlington Ave.  
Riverside, CA 92504

**N. 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 County's written consent shall be void and of no further force or effect.

**O. DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by Agreement, shall be disposed of by DPSS who shall furnish the decision in writing. The decision of DPSS shall be final and conclusive unless 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.

**P. CHILD ABUSE REPORTING**

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

**Q. ELDER AND DEPENDENT ABUSE REPORTING**

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

**R. CLIENTS CIVIL RIGHTS COMPLIANCE****1. Assurance of Compliance**

The Subrecipient 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 E** and incorporated herein by this reference. The Subrecipient will sign and date **Exhibit E** and return it to DPSS along with the executed Agreement. The Subrecipient 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 Subrecipient 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 Subrecipient'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**

Subrecipient 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

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

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

#### S. EMPLOYMENT PRACTICES

1. The Subrecipient 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 Subrecipient shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

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

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

The Subrecipient 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 Subrecipient 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 Subrecipient further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

#### U. CLEAN AIR/WATER ACTS

As required in all contracts with an estimated total value in excess of \$100,000, the 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.

#### V. 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).

#### W. 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.

#### X. 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 three-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.

#### Y. 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.

#### Z. 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,

## 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 on the HUD 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 via 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 Fiscal Year (FY) 2017 Continuum of Care (CoC) Program Competition. For more information see FY 2017 CoC Program Competition NOFA.
- To ensure that applications are considered for funding, applicants should read all sections of the FY 2017 CoC Program NOFA and the FY 2016 General Section NOFA.
- 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 onscreen text and the hide/show instructions found on each individual screen.
- Before starting the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps.
- 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 2016 Project Application will be imported into the FY 2017 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 2016 post award process or a grant agreement amendment. Data entered in the post award and amendment forms in e-snaps will not be imported into the project application.
- 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 24 CFR part 578 and the application requirements set forth in the FY 2017 CoC Program Competition NOFA.

## 1A. SF-424 Application Type

1. Type of Submission: Application

2. Type of Application: Renewal Project Application

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

If "Other", specify:

3. Date Received: 09/13/2017

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: CA0664

This is the first 6 digits of the Grant Number, known as the PIN, that will also be indicated on Screen 3A Project Detail. This number must match the first 6 digits of the grant number on the HUD approved Grant Inventory Worksheet (GIW).

Check to confirm that the Federal Award Identifier has been updated to reflect the most recently awarded grant number

6. Date Received by State:

7. State Application Identifier:

## 1B. SF-424 Legal Applicant

### 8. Applicant

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

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

<b>c. Organizational DUNS:</b>	152240540	PLUS 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

## 1C. SF-424 Application Details

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

**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-6100-N-25

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

**13. Competition Identification Number:**

**Title:**



## 1D. SF-424 Congressional District(s)

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

15. Descriptive Title of Applicant's Project: Housing Authority EHOP

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: 06/01/2018

b. End Date: 05/31/2019

18. Estimated Funding (\$)

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. Total:

## **.1E. SF-424 Compliance**

**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. SF-424 Declaration

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)

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

**Email:** SVONZABE@rivco.org

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

**Date Signed:** 09/13/2017

## 1G. HUD 2880

Applicant/Recipient Disclosure/Update Report - Form 2880  
U.S. Department of Housing and Urban Development  
OMB Approval No. 2510-0011 (exp.11/30/2018)

### Applicant/Recipient Information

#### 1. Applicant/Recipient Name, Address, and Phone

Agency Legal Name: County of Riverside

Prefix: Ms.

First Name: Susan

Middle Name:

Last Name: von Zabern

Suffix:

Title: Director

Organizational Affiliation: County of Riverside

Telephone Number: (951) 358-3000

Extension:

Email: SVONZABE@rivco.org

City: Riverside

County: Riverside

State: California

Country: United States

Zip/Postal Code: 92503

2. Employer ID Number (EIN): 95-6000930

3. HUD Program: Continuum of Care Program

4. Amount of HUD Assistance Requested/Received: \$42,739.00

(Requested amounts will be automatically entered within applications)

**5. State the name and location (street address, city and state) of the project or activity:** Housing Authority EHOP 4060 County Circle Drive Riverside California

Refer to project name, addresses and CoC Project Identifying Number (PIN) entered into the attached project application.

**Part I Threshold Determinations**

**1. Are you applying for assistance for a specific project or activity?** Yes  
 (For further information, see 24 CFR Sec. 4.3).

**2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9.** Yes

**Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds**

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
Behavioral Health - Coachella Valley Permanent Housing	Grant - Permanent Supportive Housing	\$498,468.00	Homeless Services
Behavioral Health - Men's Permanent Housing	Grant - Permanent Supportive Housing	129366.0	Homeless Services
Behavioral Health - Riverside Permanent Housing	Grant - Permanent Supportive Housing	\$359,743.00	Homeless Services
Behavioral Health HHOPE Consolidated Permanent Housing	Grant - Permanent Supportive Housing	\$495,415.00	Homeless Services
City of Riverside PSH Chronically Homeless	Grant - Permanent Supportive Housing	\$125,598.00	Homeless Services

**Part III Interested Parties**

You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in

the planning, development, or implementation of the project or activity and  
 2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation	Financial Interest in Project/Activity (\$)	Financial Interest in Project/Activity (%)
NA	NA	NA	\$0.00	0%
NA	NA	NA	\$0.00	0%
NA	NA	NA	\$0.00	0%
NA	NA	NA	\$0.00	0%
NA	NA	NA	\$0.00	0%

**Certification**

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

I AGREE:

**Name / Title of Authorized Official:** Susan von Zabern, Director

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

**Date Signed:** 08/28/2017

# 1H. HUD 50070

## HUD 50070 Certification for a Drug Free Workplace

Applicant Name: County of Riverside

Program/Activity Receiving Federal Grant CoC Program  
 Funding:

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.	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 Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
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.	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;
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.;	g. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.
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;	

### 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.)

Workplaces, including addresses, entered in the attached project application. Refer to addresses entered into the attached project application.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and

X

**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)

**Authorized Representative**

**Prefix:** Ms.

**First Name:** Susan

**Middle Name**

**Last Name:** von Zubern

**Suffix:**

**Title:** Director

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

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

**Email:** SVONZABE@rivco.org

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

**Date Signed:** 09/13/2017



## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file

**the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

**I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate:**

X
---

**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)**

**Applicant's Organization:** County of Riverside

**Name / Title of Authorized Official:** Susan von Zabern, Director

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

**Date Signed:** 09/13/2017

## 1J. SF-LLL

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Approved by OMB0348-0046

HUD requires a new SF-LLL submitted with each annual CoC competition and completing this screen fulfills this requirement.

Answer "Yes" if your organization is engaged in lobbying associated with the CoC Program and answer the questions as they appear next on this screen. The requirement related to lobbying as explained in the SF-LLL instructions states: "The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action."

Answer "No" if your organization is NOT engaged in lobbying.

Does the recipient or subrecipient of this CoC grant participate in federal lobbying activities (lobbying a federal administration or congress) in connection with the CoC Program? No

Legal Name: County of Riverside

Street 1: 4060 County Circle Drive

Street 2:

City: Riverside

County: Riverside

State: California

Country: United States

Zip / Postal Code: 92503

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify that this information is true and complete.

**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)**

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

**Email:** SVONZABE@rivco.org

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

**Date Signed:** 09/13/2017

## **Additional Information**



**Now that you have completed Part 1 of the application, please review Parts 2-7, which are in Read Only mode. Screen 3C, which is mandatory for all PH-PSH projects and screens 6D, 7A and 7B which are mandatory for all projects will be editable and must be answered prior to submission.**

**Once you are done reviewing, you will be guided to a "Submissions without Changes" screen. At this screen if you decide no edits or updates are required to any screens other than the mandatory questions for 3C and/or 6D,7A and 7B, you are allowed to submit the application without ever needing to edit the rest of the application. However, if you determine that changes need to be made to the application, we have given you the ability to open up individual screens for edit, instead of the entire application.**

**Once you select the screens you want to edit via checkboxes, you will click "Save", and those screens will be available for edit. An important reminder, once you make those selections and click "Save", you cannot uncheck those boxes. You are allowed to select additional boxes even after saving your initial selections. Again, you must click "Save" for those newly selected screens to be available for edit.**

**If your project is a First Time Renewal, your project will not be able to utilize the "Submit Without Changes" function. The Submissions Without Changes page will be automatically set to "Make Changes" and you will be required to input data into the application for all required fields relevant to the component type.**

## 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: \$42,739**

Organization	Type	Type	Sub-Award Amount
Housing Authority of the County of Riverside	La. Public Housing Authority	La. Public Housing Authority	\$42,739

## 2A. Project Subrecipients Detail

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

b. Organization Type: La. Public Housing Authority

c. Employer or Tax Identification Number: 95-6001631

	* d. Organizational DUNS:	055022305	PLUS 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  
(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: \$42,739

### j. Contact Person

Prefix: Mrs.

First Name: Tanya

Middle Name:

Last Name: Torno

**Suffix:**

**Title:** Principal Development Specialist

**E-mail Address:** ttorno@rivco.org

**Confirm E-mail Address:** ttorno@rivco.org

**Phone Number:** 951-343-5421

**Extension:**

**Fax Number:** 951-688-6873



## 2B. Recipient Performance

1. Has the recipient successfully submitted the APR on time for the most recently expired grant term related to this renewal project request? Yes
2. Does the recipient have any unresolved HUD Monitoring and/or OIG Audit findings concerning any previous grant term related to this renewal project request? No
3. Has the recipient maintained consistent Quarterly Drawdowns for the most recent grant term related to this renewal project request? Yes
4. Have any Funds been recaptured by HUD for the most recently expired grant term related to this renewal project request? No

### 3A. Project Detail

**1. Expiring Grant Number:** CA0664

(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 Collaborative Applicant Name:** County of Riverside

**3. Project Name:** Housing Authority EHOP

**4. Project Status:** Standard

**5. Component Type:** PH

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

### 3B. Project Description

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

The Housing Authority (HACR) proposes to renew the Enhanced Housing Opportunities Program (EHOP) project, dedicated to serving homeless individuals living with HIV/AIDS. HACR has been the lead agency for the Riverside County HOPWA services the last 17 years and has strong ties to the HIV/AIDS community through the Riverside-San Bernardino HOPWA Service Network. The project compliments existing service programs that help this very vulnerable population obtain and maintain housing as part of the whole-person care concept. With a funding allocation of \$42,739, HACR provides permanent supportive housing to a minimum of 5 participants following a Housing First model. Supportive services are coordinated through a Ryan White HIV service provider with funding leveraged through the Housing Authority's HOPWA program, Ryan White, Medicare and local funding through mental health services. HACR carefully partners with trusted, empathetic local providers that can set goals collaboratively with participants; and, once the goals are mutually agreed-upon, the participant is offered a menu of supports for HIV case management; life skills training; mental health supports and more. Supportive services are offered and encouraged, but never required. Participants are encouraged to make positive behavioral changes to support independent living, avoid lease violations, promote health and wellness, and achieve a greater level of self-determination.

The program is currently 100% at capacity; however, when vacancies arise they are filled using the Coordinated Entry's prioritization system for CH individuals/families utilizing a universal assessment tool (VI-SPDAT). In accordance with CPD 16-011, also adopted by the Riverside County Continuum of Care earlier this year, the project is committed to prioritizing and serving individuals with the longest lengths of homelessness and greatest service barriers.

As of the last grant year, the project has been successful in achieving a 100% housing stability rate for participants and a 83.33% total income rate; program vacancies arise when participants who no longer need supportive services for housing stability purposes. The need for affordable housing units for HIV positive households far exceeds the number of HOPWA units available in Riverside County. The waiting list for a general HOPWA rental subsidy consists of over 200 individuals and families; HACR currently has only 91 rental subsidies available via HOPWA due to funding constraints, and new units only become available for waiting list registrants through attrition. HACR subcontractor agencies also provide Permanent Housing Placement (PHP) and Short-term, Rental, Mortgage and Utility (STRMU) Assistance to supplement homeless prevention and rapid rehousing activities for the HIV/AIDS community; however, continued funding of the EHOP program from the HUD CoC program is still necessary to meet the housing service needs of homeless persons with HIV/AIDS.

**2. Does your project have a specific population focus? Yes**

**2a. 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 type="checkbox"/>
Youth (under 25)	<input type="checkbox"/>	Mental Illness	<input type="checkbox"/>
Families with Children	<input type="checkbox"/>	HIV/AIDS	<input checked="" type="checkbox"/>
		Other (Click 'Save' to update)	<input type="checkbox"/>

Other:

**3. Housing First**

**3a. Does the project quickly move participants into permanent housing? Yes**

**3b. Does the project ensure that participants are not screened out based on the following items? Select all that apply.**

Having too little or little income	<input checked="" type="checkbox"/>
Active or history of substance use	<input checked="" type="checkbox"/>
Having a criminal record with exceptions for state-mandated restrictions	<input checked="" type="checkbox"/>
History of victimization (e.g. domestic violence, sexual assault, childhood abuse)	<input checked="" type="checkbox"/>
None of the above	<input type="checkbox"/>

**3c. Does the project ensure that participants are not terminated from the program for the following reasons? Select all that apply.**

Failure to participate in supportive services	<input checked="" type="checkbox"/>
Failure to make progress on a service plan	<input checked="" type="checkbox"/>
Loss of income or failure to improve income	<input checked="" type="checkbox"/>

Any other activity not covered in a lease agreement typically found for unassisted persons in the project's geographic area	<input checked="checked" type="checkbox"/>
None of the above	<input type="checkbox"/>

**3d. Does the project follow a "Housing First" approach?** Yes

**4. Does the PH project provide PSH or RRH?** PSH

**Is this an SHP Project that had been approved by HUD to change the renewal project budget from leasing to rental assistance?** No

### 3C. Dedicated Plus

#### Dedicated and DedicatedPLUS

A "100% Dedicated" project is a permanent supportive housing project that commits 100% of its beds to chronically homeless individuals and families, according to NOFA Section III.3.b.

A "DedicatedPLUS" project is a permanent supportive housing project where 100% of the beds are dedicated to serve individuals with disabilities and families in which one adult or child has a disability, including unaccompanied homeless youth, that at a minimum, meet ONE of the following criteria according to NOFA Section III.3.d:

- (1) experiencing chronic homelessness as defined in 24 CFR 578.3;
- (2) residing in a transitional housing project that will be eliminated and meets the definition of chronically homeless in effect at the time in which the individual or family entered the transitional housing project;
- (3) residing in a place not meant for human habitation, emergency shelter, or safe haven; but the individuals or families experiencing chronic homelessness as defined at 24 CFR 578.3 had been admitted and enrolled in a permanent housing project within the last year and were unable to maintain a housing placement;
- (4) residing in transitional housing funded by a joint TH and PH-RRH component project and who were experiencing chronic homelessness as defined at 24 CFR 578.3 prior to entering the project;
- (5) residing and has resided in a place not meant for human habitation, a safe haven, or emergency shelter for at least 12 months in the last three years, but has not done so on four separate occasions; or
- (6) receiving assistance through a Department of Veterans Affairs (VA)-funded homeless assistance program and met one of the above criteria at initial intake to the VA's homeless assistance system.

A renewal project where 100 percent of the beds are dedicated in their current grant as described in NOFA Section III.A.3.b. must either become DedicatedPLUS or remain 100% Dedicated. If a renewal project currently has 100 percent of its beds dedicated to chronically homeless individuals and families and elects to become a DedicatedPLUS project, the project will be required to adhere to all fair housing requirements at 24 CFR 578.93. Any beds that the applicant identifies in this application as being dedicated to chronically homeless individuals and families in a DedicatedPLUS project must continue to operate in accordance with Section III.A.3.b. Beds are identified on Screen 4B.

1. Indicate whether the project is "100% Dedicated", "DedicatedPLUS", or "N/A", according to the information provided above. N/A

## 4A. Supportive Services for Participants

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

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

2. Please identify whether the project includes the following activities:

2a. Transportation assistance to clients to attend mainstream benefit appointments, employment training, or jobs? Yes

2b. Use of a single application form for four or more mainstream programs? Yes

2c. At least annual follow-ups with participants to ensure mainstream benefits are received and renewed? Yes



3. Do project participants have access to SSI/SSDI technical assistance provided by the applicant, a subrecipient, or partner? Yes

agency?

**3a. Has the staff person providing the technical assistance completed SOAR training in the past 24 months.** Yes



## 4B. Housing Type and Location

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

Total Units: 4

Total Beds: 5

Total Dedicated CH Beds: 2

Housing Type	Units	Beds
Scattered-site apartments (...)	4	5

## 4B. Housing Type and Location Detail

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: 4

b. Beds: 5

3. How many beds of the total beds in "2b. 2 Beds" are dedicated to the chronically homeless?

This includes both the "dedicated" and "prioritized" beds from previous competitions.

4. Address:

Street 1: 5555 Arlington Avenue

Street 2:

City: Riverside

State: California

ZIP Code: 92504

5. Select the geographic area(s) associated with the address:  
(for multiple selections hold CTRL Key)

069065 Riverside County

## 5A. Project Participants - Households

Households	Households with at Least One Adult and One Child	Adult Households without Children	Households with Only Children	Total
Total Number of Households	1	3	0	4

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
Adults over age 24	1	3		4
Adults ages 18-24	0	0		0
Accompanied Children under age 18	1		0	1
Unaccompanied Children under age 18			0	0
Total Persons	2	3	0	5

Click Save to automatically calculate totals

## 5B. Project Participants - Subpopulations

### Persons in Households with at Least One Adult and One Child

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
Adults over age 24	1	0	0	0	1	0	0	0	0	0
Adults ages 18-24	0	0	0	0	0	0	0	0	0	0
Children under age 18	1			0	0	0	0	1	0	0
<b>Total Persons</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>

Click Save to automatically calculate totals

### 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
Adults over age 24	3	0	0	0	3	3	0	1	0	0
Adults ages 18-24	0	0	0	0	0	0	0	0	0	0
<b>Total Persons</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>

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 Children under age 18										
Unaccompanied Children under age 18										
<b>Total Persons</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## 5C. Outreach for Participants

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

100%	Directly from the street or other locations not meant for human habitation.
0%	Directly from emergency shelters.
0%	Directly from safe havens.
0%	Persons fleeing domestic violence.
0%	Directly from transitional housing.
	Directly from the TH Portion of a Joint TH and PH-RRH Component project.
	Persons receiving services through a Department of Veterans Affairs(VA)-funded homeless assistance program.
100%	Total of above percentages

## 6A. Funding Request

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? No

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

4. Renewal Grant Term: 1 Year

5. 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"/>
Operating	<input type="checkbox"/>
HMIS	<input type="checkbox"/>

## 6C. 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.

<b>Total Request for Grant Term:</b>		<b>\$39,948</b>	
<b>Total Units:</b>		<b>4</b>	
<b>Type of Rental Assistance</b>	<b>FMR Area</b>	<b>Total Units Requested</b>	<b>Total Request</b>
TRA	CA - Riverside-San Bernardino-Ontario...	4	\$39,948

## Rental Assistance Budget Detail

Type of Rental Assistance: TRA

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? Yes

Size of Units	# of Units (Applicant)		FMR Area (Applicant)	HUD Paid Rent (Applicant)	12 Months		Total Request (Applicant)
SRO		x	\$599	\$599	x		\$0
0 Bedroom	3	x	\$798	\$795	x		\$28,620
1 Bedroom	1	x	\$945	\$944	x		\$11,328
2 Bedrooms	0	x	\$1,187	\$1,187	x		\$0
3 Bedrooms	0	x	\$1,672	\$1,672	x		\$0
4 Bedrooms	0	x	\$2,056	\$2,056	x		\$0
5 Bedrooms	0	x	\$2,364	\$2,364	x		\$0
6 Bedrooms	0	x	\$2,673	\$2,673	x		\$0
7 Bedrooms	0	x	\$2,981	\$2,981	x		\$0
8 Bedrooms	0	x	\$3,290	\$3,290	x		\$0
9 Bedrooms	0	x	\$3,598	\$3,598	x		\$0
<b>Total Units and Annual Assistance Requested</b>	<b>4</b>						<b>\$39,948</b>
<b>Grant Term</b>							<b>1 Year</b>
<b>Total Request for Grant Term</b>							<b>\$39,948</b>

Click the 'Save' button to automatically calculate totals.



## 6D. Sources of Match

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

### Summary for Match

Total Value of Cash Commitments:	\$0
Total Value of In-Kind Commitments:	\$10,685
Total Value of All Commitments:	\$10,685

1. Does this project generate program income No  
 as described in 24 CFR 578.97 that will be  
 used as Match for this grant?

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

Match	Type	Source	Contributor	Date of Commitment	Value of Commitments
Yes	In-Kind	Government	HOPWA Funds	08/23/2017	\$10,685

## Sources of Match Detail

1. Will this commitment be used towards Match? Yes

2. Type of Commitment: In-Kind

3. Type of Source: Government

4. Name the Source of the Commitment: HOPWA Funds  
(Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 08/23/2017

6. Value of Written Commitment: \$10,685

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

## 6E. Summary Budget

The following information summarizes the funding request for the total term of the project. Budget amounts from the Leased Units, Rental Assistance, and Match screens have been automatically imported and cannot be edited. However, applicants must confirm and correct, if necessary, the total budget amounts for Leased Structures, Supportive Services, Operating, HMIS, and Admin. Budget amounts must reflect the most accurate project information according to the most recent project grant agreement or project grant agreement amendment, the CoC's final HUD-approved FY 2017 GIW or the project budget as reduced due to CoC reallocation. Please note that, new for FY 2017, there are no detailed budget screens for Leased Structures, Supportive Services, Operating, or HMIS costs. HUD expects the original details of past approved budgets for these costs to be the basis for future expenses. However, any reasonable and eligible costs within each CoC cost category can be expended and will be verified during a HUD monitoring.

Eligible Costs	Total Assistance Requested for 1 year Grant Term (Applicant)
1a. Leased Units	\$0
1b. Leased Structures	\$0
2. Rental Assistance	\$39,948
3. Supportive Services	\$0
4. Operating	\$0
5. HMIS	\$0
6. Sub-total Costs Requested	\$39,948
7. Admin (Up to 10%)	\$2,791
8. Total Assistance plus Admin Requested	\$42,739
9. Cash Match	\$0
10. In-Kind Match	\$10,685
11. Total Match	\$10,685
12. Total Budget	\$53,424

## 7A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No		
2) Other Attachment	No	Match Letter	09/01/2017
3) Other Attachment	No		

## **Attachment Details**

**Document Description:**

## **Attachment Details**

**Document Description:** Match Letter

## **Attachment Details**

**Document Description:** 2880 & 50070

## 7A. In-Kind Match MOU Attachment

Document Type	Required?	Document Description	Date Attached
In-Kind Match MOU	No		

## Attachment Details

### Document Description:

## 7B. 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:** 09/13/2017

**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**

X

**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).**



## Submission Without Changes

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

2. Do you wish to submit this application without making changes? Please refer to the guidelines below to inform you of the requirements. Make changes

3. Specify which screens require changes by clicking the checkbox next to the name and then clicking the Save button.

<b>Part 2 - Recipient and Subrecipient Information</b>	
2A. Subrecipients	<input checked="" type="checkbox"/>
2B. Recipient Performance	<input checked="" type="checkbox"/>
<b>Part 3 - Project Information</b>	
3A. Project Detail	<input checked="" type="checkbox"/>
3B. Description	<input checked="" type="checkbox"/>
3C. Dedicated Plus	<input checked="" type="checkbox"/>
<b>Part 4 - Housing Services and HMIS</b>	
4A. Services	<input checked="" type="checkbox"/>
4B. Housing Type	<input checked="" type="checkbox"/>
<b>Part 5 - Participants and Outreach Information</b>	
5A. Households	<input checked="" type="checkbox"/>
5B. Subpopulations	<input checked="" type="checkbox"/>
5C. Outreach	<input checked="" type="checkbox"/>
<b>Part 6 - Budget Information</b>	
6A. Funding Request	<input checked="" type="checkbox"/>

6C. Rental Assistance	<input checked="" type="checkbox"/>
6D. Match	<input checked="" type="checkbox"/>
6E. Summary Budget	<input checked="" type="checkbox"/>
<b>Part 7 - Attachment(s) &amp; Certification</b>	
7A. Attachment(s)	<input checked="" type="checkbox"/>
7A. In-Kind Match MOU Attachment	<input checked="" type="checkbox"/>
7B. Certification	<input checked="" type="checkbox"/>

The applicant has selected "Make Changes" to Question 2 above. Please provide a brief description of the changes that will be made to the project information screens (bullets are appropriate):

- \*Update Recipient Contact Person
- \*Update Project Description
- \*Update Match Letter

The applicant has selected "Make Changes". Once this screen is saved, the applicant will be prohibited from "unchecking" any box that has been checked regardless of whether a change to data on the corresponding screen will be made.

## 8B Submission Summary

Page	Last Updated
1A. SF-424 Application Type	08/28/2017
1B. SF-424 Legal Applicant	No Input Required
1C. SF-424 Application Details	No Input Required

Renewal Project Application FY2017	Page 50	01/11/2018
------------------------------------	---------	------------

1D. SF-424 Congressional District(s)	09/12/2017
1E. SF-424 Compliance	08/23/2017
1F. SF-424 Declaration	08/23/2017
1G. HUD-2880	08/23/2017
1H. HUD-50070	08/23/2017
1I. Cert. Lobbying	08/23/2017
1J. SF-LLL	08/23/2017
2A. Subrecipients	09/12/2017
2B. Recipient Performance	08/23/2017
3A. Project Detail	08/28/2017
3B. Description	08/28/2017
3C. Dedicated Plus	08/23/2017
4A. Services	08/23/2017
4B. Housing Type	08/23/2017
5A. Households	08/23/2017
5B. Subpopulations	No Input Required
5C. Outreach	08/23/2017
6A. Funding Request	08/23/2017
6C. Rental Assistance	08/23/2017
6D. Match	08/28/2017
6E. Summary Budget	No Input Required
7A. Attachment(s)	09/01/2017
7A. In-Kind Match MOU Attachment	No Input Required
7B. Certification	08/28/2017
Submission Without Changes	08/28/2017



# HOUSING AUTHORITY of the County of Riverside

Main Office  
5555 Arlington Avenue  
Riverside, CA 92504-2506  
(951) 351-0700  
FAX (951)354-6324  
TDD (951) 351-9844

Indio Office  
44-199 Monroe, Ste. B  
Indio, CA 92201  
(760) 863-2828  
(760) 863-2838 FAX  
TDD (760) 863-2830

Website: [harivco.org](http://harivco.org)

August 23, 2017

Ms. Jill Kowalski, Manager, Homeless Programs  
Riverside County DPSS  
4060 County Circle Drive  
Riverside, CA 92503

**Subject: Cash Match, EHOP Renewal Grant**

Dear Ms. Kowalski:

The Housing Authority of the County of Riverside commits to provide a cash contribution valued at \$10,685 to support the EHOP renewal grant. This contribution will cover the staffing costs associated providing housing referral and case management services for the EHOP program. The cash match contribution will be available beginning May 1, 2018 and will remain in effect throughout the 12 month renewal grant term.

Staff Member	Title	Cash Match for Staffing Costs
Lindsay Sisti	HOPWA Coordinator	\$10,685

If you have any questions regarding this financial commitment or require any additional information, please contact, feel free to contact me directly at 951-343-5403 or by email at [JohnAguilar@RIVCO.ORG](mailto:JohnAguilar@RIVCO.ORG).

Sincerely,

John Aguilar, Deputy Director

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?

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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

Agency Information  
 Page 2 of 2  
 Please complete both pages

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/TTY: \_\_\_\_\_

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: \_\_\_\_\_



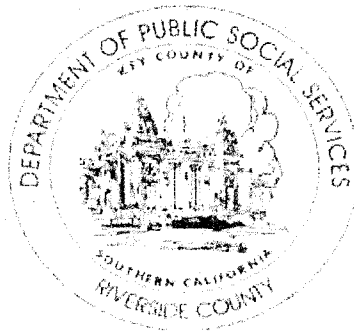
Please enclose your brochure and return to  
 2-1-1 Riverside County  
 P.O. Box 5376  
 Riverside, CA 92517-5376  
 Phone: (800) 464-1123  
 or (951) 686-4402 Ext. 160  
 Fax: (951) 686-7417

Program Information  
 Page 2 of 2  
 Please complete both pages

DEPARTMENT  
OF  
PUBLIC SOCIAL SERVICES

**ADMINISTRATIVE HANDBOOK**

**HUD - CONTINUUM OF CARE FUNDED PROGRAM**



2017 NOFA Version

**ADMINISTRATIVE HANDBOOK**

## HUD - CONTINUUM OF CARE FUNDED PROGRAM

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## INTRODUCTION

This handbook provides project administration guidelines and financial reporting requirements for Subrecipients under contract with Riverside County Department of Public Social Services (DPSS) to operate the U.S. Department of Housing and Urban Development (HUD) grant-funded Continuum of Care (CoC) Program. This handbook does not supersede any law, regulation, or policy issued by the U.S. Government or HUD 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, as the HUD Grantee, partners with government and non-profit organizations through a contract to provide housing and supportive services to individuals and families experiencing homelessness within Riverside County.

This handbook is intended to outline the DPSS policies and procedures as well as provide the appropriate federal codes and regulations for the HUD Continuum of Care Program to ensure compliance.

## DPSS CONTACTS

<b>HOMELESS PROGRAMS UNIT</b>	
Administrative Services Officer	951-358-5638
Program Specialist	951-358-4913
<b>CONTRACT ADMINISTRATION UNIT</b>	
Contract Analyst	951-358-3081
<b>FISCAL</b>	
Administrative Services Supervisor	951-358-6549

## GLOSSARY

APR – Annual Performance Report

CPA – Certified Public Accountant

CES – Coordinated Entry System

CFR – Code of Federal Regulations

CoC – Continuum of Care

DPSS – Department of Public Social Services

E-SNAPS – Electronic Special Needs Assistance Programs

HPU – Homeless Programs Unit

HMIS – Homeless Management Information System

HQS – Housing Quality Standards

HUD – Housing and Urban Development

MOU – Memorandum of Understanding

NOFA – Notice of Funding Availability

OMB – Office of Management and Budget

**Recipient** - the entity that receives the grant award and executes the grant agreement with HUD. A recipient may choose to subgrant part of all of the CoC Program grant to one or more subrecipients to operate the project, or the recipient may operate the project directly.

**Subrecipient** - an entity that receives a subgrant from the recipient to carry out the operation of the project.



## **A. FISCAL COMPONENTS**

The Subrecipient's financial system must comply with 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.

**NOTE:** Electronic claims are not accepted. A claim will not be considered as received until a hard copy of the claim with an original signature on the DPSS 3106 is received by DPSS.

### **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*).

**NOTE:** If the DPSS 3106 claim form is updated during the grant period, the most current version of the DPSS 3106 should be used.

### **3. TIME/ACTIVITY REPORTS**

Time/Activity reports (see attached) are required for all staff (see Section 5 *Supporting Documentation*). Time/Activity reports are required to show the actual hours that staff worked in a particular activity on a grant. *The time/activity report hours must match the total hours on the payroll documentation that is provided.*

### **4. REIMBURSEMENTS/DISBURSEMENT OF FUNDS**

Generally, reimbursement payments are sent within forty-five (45) days after receipt of a claim. An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed and will not be paid to the Subrecipient.

The most common causes for a delay in reimbursement is:

- Lack of documentation
- Incomplete documentation
- Unclear 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.

Any reimbursements that are made, and are found later to be ineligible by HUD or any other regulating entity, must be repaid by the Subrecipient upon request.

## 5. 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.

Match can be cash or in-kind. 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. Matching funds provided by state or local government used in a matching contribution are subject to maintenance of effort requirements. Match provided by other funding sources must be eligible to be used as match for the CoC program.

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.

If sufficient match is not included in each monthly claim to meet the required match percentage, DPSS reserves the right to move reimbursement requests to match to fulfill the match requirement.

## 6. PROGRAM INCOME

Subrecipients may use program income on any eligible costs in Subpart D of the CoC Program Interim Rule. Therefore, Subrecipients are prohibited from using program income on any costs that would not be eligible to charge to the CoC Program grant. Subrecipients must document that the program income was expended in accordance with the requirements of the CoC Program. With each monthly claim the Program Income Report (see attachment) must be submitted to show how the Program Income has been expended. The report will be started with your first 2017 NOFA grant claim and be updated each month and included with each monthly claim. Reimbursement is contingent on the inclusion of this report with each claim.

## 7. 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/Application.

Documentation for each budget category should be bundled 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.

Fiscal staff 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 at client move-in and each time a lease expires or changes.)
• Invoice or documentation of rent amount and due date
• Proof of payment (cancelled check or check stub)
• Rent Reasonableness
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)

## 8. CAPITAL PURCHASES

Capital expenditures are allowable, provided that items with a unit cost of \$5,000 or more have the prior written approval of DPSS *before the item is purchased* (2 CFR Part 200.439). DPSS will require proof that due diligence was achieved on the part of the subrecipient to ensure that the purchase is reasonable and was made using the procurement standards found referenced below under Procurement Standards.

## 9. PROCUREMENT STANDARDS

Agencies must follow the federal procurement standards found in 2 CFR Part 200.317-200.320.

## 10. INDIRECT COSTS

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

## 11. 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
  - Direct Provision of Services
- 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
- Administration (24 CFR Part 578.59)
  - Administration

## 12. BUDGET MODIFICATIONS

After the effective date of this Agreement, no changes to program budget, funded homeless service providers, or eligible activities shall be made without prior approval from DPSS. Any changes to this Agreement must be made in writing and approved by DPSS prior to implementing the change. No requests will be approved retroactively.

- **Changes within a Budget Category**

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

- The total amount of the Agreement does not change;
- 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;
- The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- 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.

- **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:

- The total amount of the Agreement does not change;

- 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;
- The modification cannot remove any line item that was included in the original Application or Technical Submission (if applicable);
- Modification requests must be submitted to DPSS no later than **ninety (90) days** prior to the end of the grant period.

- **Major Changes**

Changes 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.

- **Conditions for Approval**

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

- 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
- approval is received by HUD.

- **Requests for Approval**

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

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

### 13. ADVANCES

A one-time advance may be requested *by new projects* for an amount not to exceed 1/12<sup>th</sup> of the total grant amount (less the DPSS Admin). If an advance is issued it will be recouped with the first six monthly claims that are submitted. 17% of the advance will be recouped from each of the first 5 claims and 15% will be recouped from the 6<sup>th</sup> claim submitted (if there are not enough funds in a claim to recoup, the difference will be added to the next claim).

1. **Advance Request.** The subrecipient must submit a written request on agency letterhead and complete the DPSS 3106 form. With the request, the subrecipient must also submit their written procedures outlining their process as per the Federal Register 2 CFR Part 200. The procedure must adhere to CFR 2 Part 200.305(b)(1): *The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.*
  
2. **Advances are held to a minimum amount from CFR 2 Part 200.305(b)(1):** *Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.*
  
3. **Advances are held in interest bearing accounts, with interest being returned to HUD annually from CFR 2 Part 200.305(b)(8) and (9):**

*(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:*

- (i) The non-Federal entity receives less than \$120,000 in Federal awards per year.*
- (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.*
- (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.*
- (iv) A foreign government or banking system prohibits or precludes interest bearing accounts.*

*(9) Interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually. Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense.*

**DPSS reserves the right to approve or deny any advance request based on funding availability.**

#### **14. SUBCONTRACTS**

Subrecipient must provide copies of any subcontracts or MOU's for any services (including In-Kind Match) that will be provided under this grant prior to those services being provided.

#### **B. UNEXPENDED FUNDS AND CLOSE-OUTS**

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.

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.

#### **C. INSPECTION AND AUDITS**

1. The Subrecipient shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement (refer to Recordkeeping Requirements).



2. Authorized representatives of DPSS and the federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right, upon request, to inspect or otherwise evaluate the work performed under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referrals, and financial and administrative documents for five (5) years after final payment was made, or until all pending county, state, and federal audits are completed, whichever is later.
4. Should the 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 Subrecipient's conformity with specifications and adequacy of performance and services being provided in accordance with this Agreement.
7. As per 2 CFR Part 200.501 Audit Requirements and HUD Information Bulletin CPD-2018-03, subrecipients must submit a copy of their most current audit report to DPSS within the "earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period".

#### **D. WITHHELD PAYMENTS**

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.

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.

Payments to the Subrecipient may be withheld by DPSS if the Subrecipient fails to comply with the provisions of this Agreement.

#### **E. FISCAL ACCOUNTABILITY**

The Subrecipient 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 Circular 2 CFR Part 200.

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

#### **F. 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 Subrecipient, 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.

#### **G. 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. Please note that different programs have different operating start dates.

1. The Subrecipient agrees to complete the Annual Performance Report (APR) in e-snaps, SAGE or any other system designated by HUD 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. Additional reports may be requested at any time by DPSS and/or HUD to meet other applicable reporting or audit requirements, as well as evaluating project performance.

#### **H. RECORDKEEPING REQUIREMENTS**

The Subrecipients must establish and maintain standard operating procedures for ensuring that Continuum of Care program funds are used in accordance with the recordkeeping requirements and must establish and maintain sufficient records to enable DPSS/HUD to determine whether the Subrecipient is meeting the requirements of 24 CFR Part 578.103.

1. The Subrecipient must maintain and follow written intake procedures to ensure program compliance. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless or chronically homeless status. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. Records contained in an HMIS, or comparable database used by victim service or legal service providers, are acceptable evidence of third-party documentation and intake worker observations if the HMIS, or comparable database, retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made, and if the HMIS prevents overrides or changes of the dates on which entries are made.
2. As part of the Chronically Homeless definition, evidence that the individual is a homeless individual with a disability must include documentation at intake of the evidence relied upon to establish and verify the disability of the person applying for homeless assistance. Acceptable evidence of the disability includes written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long-continuing or of indefinite duration and substantially impedes the individual's ability to live independently; written verification from the Social Security Administration; the receipt of a disability check (e.g., Social Security Disability Insurance check or Veteran Disability Compensation); intake staff-recorded observation of disability that, no later than 45 days from the application for assistance, is confirmed and accompanied by the required evidence.
3. Subrecipient must ensure that records of all grant activities are complete and correct to enable DPSS/HUD to determine whether recipient and Subrecipients are meeting CoC Program Interim Rule requirements and must be retained for the five (5) years after final payment has been made or until all pending DPSS, state, and federal audits, if any, are completed, whichever is later. If a restrictive covenant is in effect, records shall be maintained until the covenant expires.

The Subrecipient agrees to keep all records containing protected information secure and confidential.

4. Program participant records. In addition to evidence of homeless or chronically homeless status, as applicable, the Subrecipient must keep records for each program participant that document:

- Coordinated Entry System. Subrecipients must retain evidence of referral received from Coordinated Entry System and/or HomeConnect that initiated program assistance.
- Services provided. All services, assistance and type of supportive services provided to the program participant, including evidence that the Subrecipient has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in § 578.37(a)(1)(ii)(F). Where applicable, compliance with the termination of assistance requirement in § 578.91.
- Annual income. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Subrecipient must keep the documentation of annual income specified by HUD and completed by the Subrecipient; and source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation; to the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the Subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or to the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the 3-month period following the evaluation. Income of program participants must be calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a).
- Calculation of occupancy charges. The Subrecipient must retain evidence of compliance with the § 578.77 Calculating occupancy charges and rent, if occupancy charges are imposed.
- Utility allowance. For all utility allowance calculations, Subrecipients must utilize the most current utility allowance charts provided by the Housing Authority of the County of Riverside (see attachment).
- Housing standards. The Subrecipient must retain documentation of compliance with the housing standards in § 578.75(b), including inspection reports.
- Occupancy agreements and leases. Subrecipient must retain all signed occupancy agreements or leases for program participants residing in housing.

#### **I. PARTICIPATION IN COORDINATED ENTRY SYSTEM**

CoC funded projects are required to participate in the local Coordinated Entry System. As defined by HUD:

“Coordinated entry is a key step in assessing the needs of homeless individuals and families and prioritizing them for assistance. In addition to engaging people who are seeking assistance, Coordinated Entry processes should be integrated with communities’ outreach work to ensure that people living in unsheltered locations are prioritized for help. Coordinated Entry should achieve several goals:

- make it easier for persons experiencing homelessness or a housing crisis to access the appropriate housing and service interventions;
- prioritize persons with the longest histories of homelessness and the most extensive needs;
- lower barriers to entering programs or receiving assistance; and,
- ensure that persons receive assistance and are housed as quickly as possible.

#### **J. ASSESSMENT AND MONITORING**

Riverside County is on record the applicant and grantee for the HUD grant funds. 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 once annually.

Reviews will be conducted by representatives from the Homeless Programs Unit (lead) and the Subrecipient’s liaison from the Fiscal 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 submission of a corrective action plan to address concern/finding.

Subrecipients agree to facilitate and be subject to monitoring grant activities by DPSS to ensure compliance with applicable CoC Program regulations and requirements. In addition, projects

will be evaluated for HUD System Performance Measures outcome. The monitoring must cover each program, function or activity.

1. An onsite monitoring visit of the homeless service provider shall occur whenever deemed necessary by DPSS, but at least once during the grant period.
2. DPSS will monitor the performance of the Subrecipient based on a risk assessment and according to the terms of this Agreement.
3. DPSS will monitor the Subrecipient and funded project based on the performance measures used by HUD in the Continuum of Care Program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participant Service Areas in the Continuum of Care allocation, DPSS will work collaboratively with the Subrecipient to develop performance improvement plans which will be incorporated into this Agreement.
4. If it is determined that a Subrecipient falsified any certification, application and/or client information, financial, or contract report, the Subrecipient shall be required to reimburse the full amount of the CoC award to DPSS, and may be prohibited from any further participation in the CoC Program. DPSS may impose any other actions permitted under 24 CFR 576.501 (c).

#### **K. HOUSING QUALITY STANDARDS**

Subrecipients of CoC Program grant funds must abide by Housing Quality Standards (HQS) and suitable dwelling size required under 24 CFR 982.401 and § 578.75 General Operations of the Continuum of Care Program Interim Rule. In addition, Subrecipients must provide housing or services that comply with all applicable State and local housing codes, licensing requirements, and any other requirements in the project's jurisdiction.

Subrecipients prior to providing assistance on behalf of a program participant must physically inspect each unit to assure that the unit meets housing quality standards. This requirement is designed to ensure that program participants are placed in housing that is suitable for living.

Housing provided to a CoC program participant must be decent, safe, and sanitary. This applies to leased housing and where rental assistance payments are made. § 578.75(b)

Assistance will not be provided for units that fail to meet HQS, unless the owner corrects any deficiencies within 30 days from the date of the initial inspection and the recipient or Subrecipient verifies that all deficiencies have been corrected.

Subrecipients must follow the HQS General Requirements listed below and must complete HUD 52580 HQS Inspection Checklist (24 CFR § 982.401). See Attachment on page 20.

1. Sanitary facilities;

2. Food preparation and refuse disposal;
3. Space and security;
4. Thermal environment;
5. Illumination and electricity;
6. Structure and materials;
7. Interior air quality;
8. Water supply;
9. Lead-based paint;
10. Access;
11. Site and neighborhood;
12. Sanitary condition; and
13. Smoke Detectors.

Following are the types of inspections to be performed:

1. Initial: An inspection that must take place to ensure that the unit passes HQS before assistance can begin; this inspection is conducted upon receipt of Request for Tenancy Approval;
2. Annual: An inspection to determine that the unit continues to meet HQS; this inspection must be conducted within 12 months of the last annual inspection;
3. Complaint: An inspection caused by the authority receiving a complaint from any source regarding the unit by anyone;
4. Special/Quality Control: An inspection requested/conducted by a third party.

DPSS will verify that the initial and annual inspections were conducted during project monitoring which will occur approximately 6 months after project implementation. DPSS will monitor Housing Quality Standards (HQS) in accordance with the Code of Federal Regulations 24 CFR 578.75(b) and 24 CFR Part 982, by conducting quality control inspections for a sample of ten percent (10%) of a project's actively enrolled units, to meet HUD requirements. The purpose of Quality Control inspections is to ascertain that Subrecipients are conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of HQS.

#### **L. LEASE AGREEMENT**

Lease agreement is a statutory requirement and requires a lease that has an initial term of at least one year, is renewable, and is terminable only for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

Subrecipient must retain a copy of a duly executed lease-agreement in the participant's file.

#### **M. RENT REASONABLENESS**

The Subrecipient must determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit. Reasonable rent must not exceed rents currently being charged by the same owner for comparable unassisted units. Per § 578.51 (g) of the Continuum of Care Interim Rule.

The Subrecipient agrees to obtain and retain records of rent reasonableness for all CoC Program participants prior to providing assistance.

#### **N. HEARTH ACT COMPLIANCE**

This section is to ensure compliance with the requirements of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH Act): Continuum of Care (CoC) Program Interim Rule.

##### **1. Participation of Homeless Individuals**

The HEARTH Act CoC Program Interim Rule states that the recipient or Subrecipient must document its compliance with the homeless participation requirements under § 578.75(g), which is as follows:

Participation of homeless individuals.

1. Each Subrecipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the Subrecipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if a Subrecipient is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions.
2. Each Subrecipient of assistance under this part must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing supportive services for the project.

##### **2. Faith-Based Activities**

Pursuant to Section 8406 (b) (2) of the State Regulations, Subrecipient shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite.



The HEARTH Act CoC Program Interim Rule states that the Subrecipient must document its compliance with faith-based activities requirements under § 578.87(b), which is as follows:

Faith-based activities.

1. Equal treatment of program participants and program beneficiaries.
  - (i) Program participants. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Continuum of Care program. Neither the Federal Government nor a State or local government receiving funds under the Continuum of Care program shall discriminate against an organization on the basis of the organization's religious character or affiliation. Recipients and Subrecipients of program funds shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
  - (ii) Beneficiaries. In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
2. Separation of explicitly religious activities. Subrecipients of Continuum of Care funds that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such services outside of programs that are supported with federal financial assistance separately, in time or location, from the programs or services funded under this part, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services.
3. Religious identity. A faith-based organization that is a Subrecipient of Continuum of Care program funds is eligible to use such funds as provided under the regulations of this part without impairing its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship,

religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a Continuum of Care program-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

### 3. Involuntary Family Separation

The HEARTH Act CoC Program Interim Rule states that the recipient or subrecipient must document its compliance with involuntary family separation requirements under § 578.93(e), which is as follows:

(e) Prohibition against involuntary family separation. The age and gender of a child under age 18 must not be used as a basis for denying any family's admission to a project that receives funds under this part.

### 4. Discrimination Policy

Federal and California State laws note that discrimination can be based on race, color, national origin or gender. Discrimination can also be based on age, religion, disability, familial status or sexual orientation.

### **O. HOUSING FIRST**

The Housing First model prioritizes rapid placement and stabilization in permanent housing that does not have service participation requirements or preconditions. This means projects must allow entry to program participants regardless of their income, current or past substance use, history of victimization (e.g., domestic violence, sexual assault, childhood abuse), and criminal record – with the exception of restrictions imposed by federal, state or local law or ordinance (e.g., restrictions on serving people who are listed on sex offender registries).

Subrecipients must commit to applying the Housing First model to all CoC Program funded projects.

### **P. ENVIRONMENTAL REQUIREMENTS**

The Subrecipient shall supply all available, relevant information necessary for DPSS to perform for each property any environmental review as required under 24 CFR Part 50. The Subrecipient shall also carry out mitigating measures required by DPSS or select an alternate eligible property.

The Subrecipient, or any subcontractor of the Subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the Subrecipient has received HUD approval of the property.

For all funded applications, DPSS will inform the Subrecipient of any required additional environmental review.

#### **Q. TERMINATION OF ASSISTANCE TO PROGRAM PARTICIPANTS**

The interim rule provides that a recipient may terminate assistance to a participant who violates program requirements or conditions of occupancy. The recipient must provide a formal process that recognizes the due process of law. Recipients may resume assistance to a participant whose assistance has been terminated. Recipients that are providing permanent supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all circumstances in determining whether termination is appropriate. Under this interim rule, HUD has determined that a participant's assistance should be terminated only in the most severe cases.

#### **R. PROJECT RENEWALS**

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

All approved renewal applications will be submitted as part of the County's Consolidated Application. 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, low performance, mismanagement of funds, or failure to serve the population targeted in the project application.

During the application process, all applications are evaluated and ranked by an independent review panel. The review and evaluation process is approved by the CoC Board of Governance and include evaluation of project performance, compliance with rules and regulations and cost effectiveness.

#### **S. CRIMINAL BACKGROUND**

The Subrecipient providing services to minors is required to conduct criminal background records checks on all employees, subcontractors, and volunteers providing services under the Continuum of Care Program. Subrecipient must retain a copy of a criminal background records verification and available for review by DPSS.

## CoC PROGRAM REFERENCE GUIDE

1. 24 CFR Part 578  
[https://www.onecpd.info/resources/documents/CoCProgramInterimRule\\_FormattedVersion.pdf](https://www.onecpd.info/resources/documents/CoCProgramInterimRule_FormattedVersion.pdf)
2. McKinney-Vento Homeless Assistance Act as Amended  
<https://www.hudexchange.info/resource/1715/mckinney-vento-homeless-assistance-act-amended-by-hearth-act-of-2009/>
3. 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>
4. HUD Exchange  
<https://www.hudexchange.info/homelessness-assistance/>
5. Sage HMIS Reporting Repository  
<https://www.sagehmis.info/logon>
6. Coordinated Entry Policy Brief  
<https://www.hudexchange.info/resource/4427/coordinated-entry-policy-brief/>
7. Department of Public Social Services – Homeless Program  
<http://dpss.co.riverside.ca.us/homeless-programs>