

**Council Meeting: September 29, 2009**

SUBJECT: Grant Agreement with Sunnyvale Community Services for Implementation of a Homelessness Prevention and Rapid Re-Housing Program in Sunnyvale

REPORT IN BRIEF

The City received an award of \$508,191 under the Homelessness Prevention and Rapid Re-Housing Program (HPRP), created by Congress under Title XII of the American Recovery and Reinvestment Act of 2009 (ARRA). The purpose of the program is to provide homelessness prevention assistance to households who would otherwise become homeless, and to provide assistance to rapidly re-house persons who are homeless.

The U.S. Department of Housing and Urban Development (HUD) requires all HPRP award recipients to commit the funds to one or more eligible service providers no later than September 30, 2009. Sixty percent of the funds must be expended within two years, and the balance within three years, of the award date, or it will be recaptured by HUD. Staff issued a request for proposals to provide HPRP services on July 1, 2009, and received an application from Sunnyvale Community Services, the designated emergency assistance agency for Sunnyvale. Staff has reviewed the proposal, provided in Attachment A, and found it eligible for funding. The grant agreement is provided in Attachment B. A brief summary of HUD's HPRP guidelines is provided in Attachment C.

Staff recommends that City Council approve the grant agreement with Sunnyvale Community Services, in substantially the same form as the attached, for a sub-recipient grant of \$495,486 to implement the HPRP program in Sunnyvale, and direct the City manager to execute the contract by September 30, 2009. This grant agreement will be administered by the Department of Community Development, Housing Division.

BACKGROUND

The City received an award of \$508,191 under the Homelessness Prevention and Rapid Re-Housing Program (HPRP), created by Congress under Title XII of the American Recovery and Reinvestment Act of 2009 (ARRA). The purpose of the program is to provide homelessness prevention assistance to households who would otherwise become homeless and to provide assistance to rapidly re-house persons who are homeless. In order to receive HPRP funds, the City was

required to adopt and submit a substantial amendment to its 2008-09 Action Plan to HUD by May 18, 2009. Council adopted the substantial amendment on May 12, 2009 and it has been approved by HUD.

The Substantial Amendment describes the HPRP activities to be undertaken during the next three years, including distribution and administration of funds, a plan for a competitive process (request for proposals) for awarding funds to private non-profits to provide services, collaboration with other local organizations receiving Recovery Act funds, and ensuring consistency with the Consolidated Plan.

EXISTING POLICY

2005-2010 Sunnyvale Consolidated Plan:

Goal C: Provide rental assistance to very low and extremely low-income households

Goal G-1: Provide homeless, housing and related supportive services for Sunnyvale residents who are homeless or at-risk of becoming homeless

Housing and Community Revitalization Sub-element:

Goal F.1.e: Continue to provide non-general fund moneys to organizations that help to prevent homelessness.

DISCUSSION

On July 1, 2009 staff issued a Request for Proposals (RFP), reviewed and approved by the Housing and Human Services Commission on June 24, to solicit proposals from qualified human services providers to develop and implement homelessness prevention and/or rapid re-housing activities eligible for funding under the HPRP. Notice of the RFP was publicized through the Substantial Amendment process, at hearings before the Housing and Human Services Commissions, publication in the Sunnyvale Sun and on the City website, and provided to the city's CDBG-funded human services agencies. The City received one proposal from Sunnyvale Community Services (**Attachment A**). Staff was informed that similar qualified agencies did not submit proposals because Sunnyvale Community Services is the designated Emergency Assistance provider for Sunnyvale in the United Way's Emergency Assistance Network. The United Way designates a single aid agency for each zip code to prevent people from applying for financial aid from multiple agencies for the same need. In addition, due to the short time frame, the added extensive HPRP reporting requirements, and the relatively small amount of funding available, most of the regional agencies opted to apply for larger

grant amounts directly from the County or from the City of San Jose, which received nearly \$4 million for this program.

The mission of Sunnyvale Community Services (SCS) is to prevent homelessness for low-income families and seniors. The agency has been providing financial and rental assistance, food and other critical services to Sunnyvale residents for over twenty years, experience which qualifies them to provide HPRP services. The SCS proposal provides the following total budget for the three-year grant term:

Provide financial assistance to HPRP clients, who must have household incomes at or below 50% of the Area Median Income (AMI) and be at imminent risk of homelessness, or actually homeless. Assistance is limited to the following types of expenses: short- to medium-term rental assistance, rental arrears, security deposits, utility deposits, utility payments, moving expenses, and/or motel vouchers, as described in more detail in the proposal and contract. Proposed budget for this assistance is \$457,371, including up to \$25,000 for service delivery.

In addition, in accordance with HUD guidelines and the City's Action Plan, a small portion of the grant funds are budgeted for the sub-recipient's costs to administer the program (\$12,705 or 2.5%) and for data collection and evaluation (\$25,410 or 5%) required of all HPRP recipients, including costs associated with utilizing a HUD-approved homeless management information system (HMIS) to monitor HPRP activities. The 2008-09 Action Plan allows the City to retain 2.5% of the grant (\$12,705) to cover its internal costs to administer the program, monitor the sub-recipient (SCS) and provide the required progress reports to HUD during the three-year grant term.

FISCAL IMPACT

Contract approval will not impact the General Fund. The budget for this sub-recipient grant award is included in the FY2009-10 budget as Project 828130: Homelessness Prevention Program. Approval of the contract at this time will ensure that the City complies with HUD's deadline for committing the HPRP funds.

PUBLIC CONTACT

The Housing and Human Services Commission held one public hearing on August 26, 2009 and made a motion to recommend approval of the Grant Agreement with Sunnyvale Community Services in the amount of \$495,486 for implementation of a Homelessness Prevention and Rapid Re-Housing Program in Sunnyvale.

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

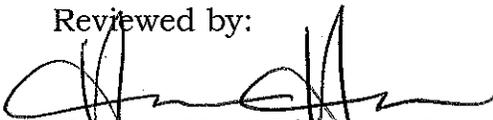
ALTERNATIVES

1. Approve the grant agreement with Sunnyvale Community Services, in substantially the same form as the attached, for a sub-recipient grant of \$495,486 to implement the HPRP program in Sunnyvale, and direct the City manager to execute the contract by September 30, 2009.
2. Approve the agreement with modifications as determined by the City Council.
3. Do not approve the agreement and allow HUD to disencumber the City's HPRP award.

RECOMMENDATION

Staff recommends Alternative 1: Approve the grant agreement with Sunnyvale Community Services for a sub-recipient grant of \$495,486 to implement the HPRP program in Sunnyvale, and direct the City manager to execute the contract by September 30, 2009. The Agreement includes a schedule of performance which will ensure that the City meets the HUD deadlines for expenditure of HPRP funds over the three year term.

Reviewed by:



Hanson Hom Director, Community Development
Suzanne Isé, Housing Officer

Prepared by: Katrina L. Ardina, Housing Programs Analyst

Approved by:



Gary M. Luebbers
City Manager

Attachments

- A. HPRP Sub-Grant Application submitted by Sunnyvale Community Services
- B. Service Agreement
- C. HPRP Program Summary

ATTACHMENT A

HPRP SUB-GRANT APPLICATION SUBMITTED BY SUNNYVALE COMMUNITY SERVICES

2. TABLE OF CONTENTS

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3. APPLICANT QUALIFICATIONS

A. SUMMARY

Sunnyvale Community Services is an emergency assistance agency. Our mission is to prevent homelessness and hunger for low-income families and seniors. Our primary services are financial and in-kind assistance (primarily daily emergency, on-going monthly, and Kids Summer Food programs as well as the Community Christmas Center). We also provide referrals to other services our clients need including housing, health, mental health, legal, employment, domestic violence, substance abuse, and other critical services. We provide budget counseling and advocacy for our clients. United Way Silicon Valley divides the county by zip code, assigning an emergency assistance agency to serve each zip code. Our "territory" is the City of Sunnyvale, and we have a 20+ year record of providing financial aid, food, and other services to Sunnyvale residents.

B. LENGTH OF SERVICE

SCS was founded in 1970. Since 1990, our primary focus has been emergency assistance. Our clients are identical to the prospective HPRP clients: persons who are housed but who are at high risk of becoming homeless and those who are already homeless. 68% of our clients last year had extremely low incomes; 32%, low incomes.

Over the years we have received the following honors and recognition:

- Chevron Corporation and the Management Center of San Francisco's Management Excellence Award given annually to two nonprofits in greater Northern California
- Sunnyvale Chamber of Commerce's first Exceptional Service Award
- United Way's VIDA Award for Outstanding Service and its Star Award for Creativity, Leadership, and Collaboration (twice)
- Unity in Diversity Award from the County Board of Supervisors
- Second Harvest Food Bank's Friend of the Food Bank Award for exceptional service
- Athena Award for Professional Excellence, Community Service, and Leadership from Athena Foundation, Chamber of Commerce, and Oldsmobile Corp. received by Executive Director and three Board members
- Sunnyvale Distinguished Citizen of the Year awarded to the Executive Director, two Board members, two staff members, and two volunteers
- Sunnyvale Business Person of the Year awarded to two Board members

C. PROGRAM MANAGEMENT

1. Outreach

- a. *Word of mouth:* the most effective outreach—the majority of our clients learn about our services from current or former clients
 - b. *Participation in collaboratives, taskforces, partnerships:* including Emergency Assistance Network, County Safety Net Committee, Family Ambassador Program, CalWORKS Advisory Committee, County Emergency Food and Shelter Program Board, Palo Alto Medical Foundation Community Advisory Committee, El Camino Hospital Community Advisory Committee
 - c. *Community presentations:* over 70 a year to other nonprofits, government offices, schools, churches, corporations, small businesses, professional organizations, civic and youth groups, and neighborhood associations
2. **Receiving and processing referrals.** We work with about 20 organizations on a regular basis referring our clients to their services and helping their clients with emergency financial and in-kind aid including Support Network for Battered Women, EHC Lifebuilders, Project Sentinel, shared housing programs, County Social Services Agency, Second Harvest Food Bank, and other agencies in United Way's Emergency Assistance Network, and Senior Adults Legal Assistance. We do not make appointments to see clients who walk in and are seen on a first come first served basis. Rarely does anyone have to wait more than 30 minutes to be seen.
3. **Providing services directly**
- a. *Record amounts of aid distributed:* Our Board of Directors has focused all our resources—human and financial—on the two key services our clients need most, financial aid and food. This focus as well as continual, aggressive, and successful fundraising have resulted in SCS being able continually to raise and to distribute more money and food. In 2007-08, we spent a record \$610,000 on emergency assistance; last year, \$751,000, the biggest increase ever both in terms of dollars and as a percentage. We helped 55,334 people (duplicated number) with in-kind aid compared to 33,899 the prior year.
 - b. *Highest possible ratings:* We consistently achieve the highest possible ratings from our funders. Last year, we were ranked #1 among the 21 agencies receiving Emergency Food and Shelter Program funding in the county, #1 among emergency assistance agencies by United Way Silicon Valley, and the highest rated emergency assistance proposal by the County (and 6th overall among over 60 applicant agencies). We have 100% program and fiscal compliance records with all funders and 100% clean audits for over 20 years.
 - c. *Main accomplishment:* Despite exploding levels of need, SCS has provided financial aid and food to every eligible client for over 18 years, turning no one away because we lacked the resources to help them. This record is unmatched by any other emergency assistance agency in the county.
4. **Networking with third party providers to support participants.** In addition to participation in the collaboratives, taskforces, and partnerships listed in #1b and agencies with which we exchange referrals listed in #2, SCS networks with other service providers as follows:
- a. *San Francisco Chronicle Season of Sharing Program:* For over 20 years, SCS has served as the

fiscal agent for Santa Clara County for the Chronicle's Season of Sharing program, managing over \$4 million a year.

- b. *Food*: In addition to about 60% of the food we distribute coming from the Second Harvest Food Bank, we work with Sunnyvale FISH that collects food for our daily emergency food program, with Sunnyvale Presbyterian Church that has collected nearly 60 tons in the past six years, and with Sunnyvale CARES that conducts an annual citywide food drive. In addition, over 60 local businesses, schools, and churches collect food (and holiday gifts) each year.
 - c. *"Parking lot extras"*: On food distribution days, we invite other service providers to provide information or services in our parking lot to reach the maximum number of clients in a concentrated period of time. These providers have included First Five, Healthy Families, County Public Health, Camino Medical Group, Project Sentinel, County Courtmobile, County Dental Association, Food Stamp program, NOVA, and Support Network for Battered Women.
 - d. *Office/meeting space*: We provide office space weekly for Senior Adults Legal Assistance, make and confirm their appointments. We provide office space two days a week for four months for AARP Foundation volunteer tax preparers. County Social Services Agency holds mandatory parent orientation classes at SCS for parents of children "in the system." Having the classes in Sunnyvale resulted in markedly increased attendance from parents living in north county. Board policy allows free use of meeting rooms by organizations serving the same clients or supporting issues that would benefit our clients.
5. **Ability to complete 3-month re-certification process.** Most of our major funders require a certification process for financial aid that includes verification of the clients' basic information—name, address, family members' names and ages, all sources and amounts of income, rental agreement, and family budget. Caseworkers identify any other sources of support possible for the clients, e.g., family members or potential public benefits. In addition, caseworkers verify that any payments made by the clients have, in fact, been made before our assistance is given. Each time a client receives financial aid, all of this information is verified. We have complied with all funders' requirements and passed all program monitoring reports for over 20 years.

Last year, we designed and implemented a computerized client database which retains all the above information with documentation scanned and attached to each client's file.

6. **Ability to establish and maintain confidential client records for quality assurance testing and city monitoring.** The client database we designed is web-hosted with security measures to restrict access, to maintain confidentiality, and to facilitate compilation of required reports. We have passed all monitoring reports by City, County, EFSP, and other funders as well as by our auditor.

4. POPULATION SERVED

A. TARGET POPULATION: low-income Sunnyvale or homeless individuals and families

1. Needs and challenges putting target population at risk:

- a. *City statistics.* The 2005-2010 Consolidated Plan shows that 9.2% of Sunnyvale's population as extremely low income, 9% as very low income, and 9.1% as low income using HUD income definitions.
- b. *Sunnyvale School district.* 47% of Sunnyvale School District students qualify for free or reduced price meals by federal poverty standards (almost all qualifying for free breakfasts and lunches.)
- c. *United Way Silicon Valley.* United Way recently identified Sunnyvale and Milpitas as the two fastest growing areas of poverty in the county.
- d. *Second Harvest Food Bank.* A recent hunger study identified two Sunnyvale zip codes among the ten "neediest" in the county in terms of those experiencing hunger or food insecurity (not having enough food all month).
- e. *SCS statistics.* The skyrocketing amount of aid we distribute is itself a measure of increased need. Financial aid in 2008-09, \$751,000; in 2007-08, \$610,000; in 2006-07, \$587,000; in 2005-06, \$567,000.

In addition, the economic downturn has resulted in cuts to Medicare, increased health insurance premiums and co-payments, a record unemployment rate, and reduced work hours. Food, gas, and utility prices continue to rise as do rents in Sunnyvale at the "lower" levels.

2. Priority risk factors

As an emergency assistance agency, the priorities listed in the RFP both for prevention assistance and rapid re-housing are virtually identical to those we use in all of our financial assistance cases. After assisting clients to prepare a budget, caseworkers first identify all potential sources of income to see if clients can access additional support from family members or if they are eligible for some form of longer term benefits such as CalWORKS, General Assistance, unemployment, or disability benefits. Because we have been able to serve every family eligible for financial aid, we have happily not had to prioritize whether someone who lost a job should receive aid rather than someone who accumulated sizable medical bills. If we are granted the HPRP funds and are successful with several other proposals, we should be able to continue to help all eligible clients for financial aid.

5. PROGRAM SERVICE PLAN

A. SERVICE MODEL

We would use the same service model we currently use for all financial aid cases, a comprehensive case assessment and management model. The model includes a thorough assessment of the client's needs and circumstances, verification of all essential information, determination of current and all possible sources of support, provision of appropriate financial aid, provision of appropriate in-kind support, and referrals to and coordination with other service providers as necessary.

B/C APPLICATION OF SERVICE MODEL AND PROGRAM COMPONENTS

1. **Outreach.** As mentioned in Section 3, Applicant's Qualifications, C1, the most effective outreach is word-of-mouth from current or former clients. In addition, we give at least 70 presentations a year to a wide variety of professional, civic, and neighborhood groups. We work with at least 20 other nonprofits and government programs on an on-going basis who are informed about our programs and services.
2. **Intake and Assessment.** Clients are seen on a first come first served basis. Rarely does anyone have to wait more than 30 minutes to be seen. Over the years, we developed a thorough intake process. The intake form we use as well as the budget form have been adopted by several other agencies and by the San Francisco Chronicle's Season of Sharing. Last year, we developed and implemented a computerized database which basically created an electronic format including all the information we had previously in hard copies (form attached). Documentation is scanned and attached to the client's file.

The basic intake interview solicits the client's basic information (name, address, age, ethnicity, names and ages of family members, income and sources), the nature of the problem (why client needs assistance, client's budget, ability of client to pay part of the bill, other possible sources of support), and the particulars involving the financial and in-kind aid given.

For the last 18 years, we have raised enough funds to provide financial aid to every eligible client. Therefore, we have not had to "prioritize" cases for funding. However, given the economy, should some sort of prioritization be necessary, our plan would be to limit the length of time (number of months) clients could receive assistance rather than to judge whether someone who lost a job deserved help more than someone who had medical problems and uncovered expenses. Last year, we raised funds for and distributed a record amount of financial assistance. If we are as successful this year, with those funds plus the HPRP funds, our goal, which we believe is realistic, is again to be able to help all those applying for aid, at least for two to four months.

3. **Service Planning.** The caseworker reviews and verifies all the information. Once verification is completed, the caseworker determines the amount of financial aid to be provided as well as in-kind services and referrals. The supervisor reviews the case, makes the final approval, and determines which source(s) of funds to use for each case. The check is cut by the Office Manager immediately or within 24 hours at the latest and usually mailed to the vendor.

4. **Service Provision.** In most cases, to qualify for financial emergency assistance funds available from most sources, the client must be able to prove that the problem is temporary and that the help we provide is sufficient to address the problem. However, given the economic conditions, the likelihood of a client being able to “get back on his feet” within one month is slim. Therefore, some funders have allowed us to use more lenient standards similar to those for HPRP financial aid, and we have been using our discretionary funds to help families for more than one month. With the HPRP funds, we would grant up to two months of rent at a time. In all cases, the caseworker would first determine how much of the bill(s) the client can pay and if there are any other funding sources that could provide assistance. Other bills such as utilities or motel vouchers are usually much lower than rent, so we would pay multiple months based upon individuals’ circumstances. Director’s exceptions may be made in special circumstances.

We do not use a graduated subsidy model as most of our clients have very little money left at the end of a “good month,” and most all would be at the bottom of any sliding scale. We do not prioritize clients’ needs for several reasons. First, there is no objective way to prioritize clients’ needs by the nature of the problem. It is virtually impossible objectively or rationally to conclude that someone who has lost a job is more or less needy/deserving than someone with a costly medical problem. Second, in most cases, time is of the essence. Most clients come to us at the last minute, having optimistically waited for their problem to be resolved—finding a new job or receiving help from a family member. Without immediate assistance, the clients face eviction or utility disconnection. In the case of homeless clients, speed is paramount in paying deposits and first month rent as often the first person paying gets the vacancy. Third, some clients face conditions “beyond their control.” Those who are “on track” to receive assistance in the form of government benefits (e.g., unemployment, disability) now have to wait much longer to receive them. Without emergency assistance, bureaucratic delays could result in their becoming homeless. Therefore, should funds not be available to help all those eligible, we would institute a maximum number of months for assistance and/or a dollar maximum equal to rent for that number of months. For those clients who are unemployed, we will give them information about all of the following that are applicable: public benefits, employment services, education and training programs, SCS and other nonprofit services.

5. **Evaluation and Quality Assurance.** The Director of Emergency Assistance approves all cases for funding, and in doing so, not only determines which fund(s) is available and most appropriate but also ensures compliance with all program and funding regulations. The Board of Directors receives a Quarterly Report which includes program descriptions, funding sources, program objectives, performance statistics, trends, gaps, analyses, and recommendations. Multiple funders perform program and financial audits once or twice a year, and we have met all objectives and contract requirements and have passed all monitoring and audits for 20 years.
6. **Referral and Coordination with Other Service Providers.** As listed on page 4 (Applicant Qualifications, C1b), we are active on United Way’s Emergency Assistance Network, the County Safety Net Committee, the local Emergency Food and Shelter Program Board, and other local committees, taskforces, and collaboratives. This participation keeps us up to date on new programs and services, potential benefits for our clients, and best practices. As previously mentioned, our caseworkers work with about 20 agencies on an ongoing basis to provide help to our clients and to serve clients those agencies refer to us.

6. QUALITY OF CARE

A. **OUTCOMES.** Please see outcome/budget assumptions on Budget Notes. The numbers below are a very conservative estimate. If families do not receive three months total help and bills other than rent are paid, there will be many more households helped.

1. **Total number of households to be served (annually):** Assuming that each household will be helped twice for an estimated total \$3,000 each, that means estimated 144 households: approximately 60% in year one, 30% in year two, and 10% in year three.
2. **Number of households you will keep from becoming homeless:** 135
3. **Number of households you will move from shelters to homes:** 9
4. **Measures to track progress in achieving those outcomes:** Case files and mailed survey

B. TRACKING PROGRESS

Our services are like those of the hospital emergency room. Clients come to us in crisis. We judge our effectiveness by our ability to determine as quickly as possible what the clients' situation and needs are, to provide the emergency assistance to address those needs, and to provide other services and referrals to give the clients additional assistance to help them.

Before we cut a check, we have verified the information provided (client data, address, number in family, amount and sources of income), obtained written confirmation of the problem (amount of rent or utility bill due, medical or other outstanding expenses), and assessed whether the help we can provide is sufficient to address the problem. Therefore, once we issue the check, we know that crisis will be averted: that the family will remain in their apartment and not be evicted, that their utility bills will be paid preventing electricity or water disconnections, or that they will be able to pay for the medical care or prescriptions they need. The proof comes before the help is given. All the information is in the client files. In addition, we will mail a survey to each family within three months of the date service was provided. The survey will include information about the family's current circumstances and the effectiveness of the help provided.

C. **INTERVENTION.** Given the explosion of need we are seeing and the amounts of aid we've distributed, we do not anticipate any problems in spending all the funds.

D. EXPERIENCE WITH HMIS

Over the past 20 years, we have successfully complied with many different reporting requirements and systems mandated by various funders. Last year, we developed and implemented a new computerized client database as none available included the information we are required to keep, and others included literally pages of information we did not need. We have no past experience specifically with the federal HMIS program as the vast majority of our clients are not homeless. In anticipation of this proposal, all SCS staff participated in an initial HMIS basic training from CTA. At the time this proposal was submitted, we are looking at various HUD approved HMIS systems, including CTA, another HUD approved HMIS system vendor, and possibility of adding the required fields to our current client database. We are confident we can provide the information required by HUD.

7. BUDGET: REQUEST, RATIONALE, AND JUSTIFICATION

A. REQUESTED AMOUNT AND RATIONALE

1. **Financial aid.** SCS is requesting all the financial aid funds available as we are the agency designated by United Way Silicon Valley to provide emergency assistance to all the zip codes in the City of Sunnyvale. As no other agency applied for HPRP funding, we are also requesting the \$114,341 originally allocated in the RFP for Housing Relocation and Stabilization Services. We would use those funds for financial aid as well.
 2. **Data entry and collection.** We are requesting the total amount available.
 3. **Administration.** We are also requesting all the funds available for this purpose.
- * If any funds requested for data entry/collection and administration are not used for those purposes, we would that amount for financial aid expenses.

B. OUTCOME/BUDGET ASSUMPTIONS

1. **First, second, and third year expenditures.** Given the unprecedented state of the economy, the degree of unemployment, and the amount of funds available through HPRP and other grants, we have no sound basis upon which to project how fast the funds would be expended. Our estimate is that we would use at least 60% of the funds the first year, 30% the second year, and 10% the third year.
2. **Prevention vs. relocation.** For the same reasons, it is difficult to project how much of the requested financial aid funds we would use for prevention vs. relocation. Using the estimated percentage of financial aid we spent last year for these two purposes, at least 90% of financial aid is spent on prevention and only 10% at most for relocation. The main reason for this disproportionate division is that very few homeless individuals and families can "afford" to "live" in Sunnyvale. Having the flexibility to use the funds in either category is very much appreciated.
3. **Number of households to be served.** It is also difficult to estimate the number of households to be served as there are four major variables: the unknown number of families eligible for and seeking help, the nature of the bill paid (e.g., rent vs. utilities), the amount of financial aid each household receives, and the number of times each household receives help within a given year. The outcomes listed are based upon the assumption that the average household will receive three months of assistance with rent, higher/more expensive than other bills.

C. BASES/JUSTIFICATION FOR NON EMERGENCY ASSISTANCE EXPENSES

1. **Data entry and collection:** The funds would be used for the HMIS software license, training, technical assistance, and time allowed for staff support in the HUD HPRP regulations. Documentation would support all charges in this category.

2. **Administration:** Expenses in this category include supervision expenses for the Director of Emergency Assistance and Executive Director. They also will include the time of the Office Manager in cutting the checks, maintaining the fiscal records, and preparing reports for the program. Documentation will include time records to justify hours charged to the program and hourly wages and taxes taken from payroll reports.
3. **Staffing/salary figures used.** All figures are based on salaries as of July 2009. The Executive Committee will be reviewing salary and salary increase policies in the next few months. Should the rates increase, we would use the higher figures upon which to base staff expenses. The figures include salary and taxes (at 8.8%) but not other direct expenses (e.g., medical and other insurance benefits) or indirect expenses (e.g., supplies, occupancy, printing, telephone, etc.)

D. ATTACHMENTS

1. **General agency budget for 2009-10.** By Board policy, SCS adopts a worst-case budget, figuring expenses high and income low. Any revenues over and above projections are used for financial aid and food purchases for our clients. The budget does not include any stimulus funding as the RFPs from the City or plans from the County Social Service Agency were not known when the budget was adopted.
2. **Program Budget Form, Exhibit A**
3. **Non Personnel Line Items**
4. **Personnel Service Detail**
5. **Job Descriptions**

SUNNYVALE COMMUNITY SERVICES
2009-2010 Proposed Operating Budget

	A	B	C	D	E
1	EXPENSES	09-10		REVENUES	09-10
2		Budget			Budget
3	CASH				
4	Salaries	524,592		\$ contributions internal	922,021
5	Taxes	44,590		<i>Fin. assistance external</i>	15,000
6	Benefits	72,106		Special Events	40,000
7	Prof. Fees	23,990		UW Emerg. Assist	10,600
8	Supplies	14,243		UW General support	50,000
9	Telephone	10,472		City CDBG+general	77,019
10	Postage	16,000		County	43,287
11	Occupancy	34,000		Co. Housing Trust	12,500
12	Equip/Maintenance	7,000		EFSP (FEMA)	70,000
13	Printing/Publications	24,000		Interest/portfolio income	20
14	Travel	600		SF Chronicle SOS	140,000
15	Conf./Mtg	7,500		SOS fiscal agent fee	20,000
16	Financial assistance	415,703		In-kind	1,400,000
17	<i>Fin. assistance external</i>	15,000		TOTAL	2,800,447
18	SF Chronicle SOS	140,000			
19	Membership/Subscriptions	1,000			
20	Miscellaneous	11,000			
21	Insurance	19,000			
22	Merchant fees	7,000			
23	Taxes	650			
24	<i>CDBG loan interest</i>	12,000			
25	In-kind	1,400,000			
26	Total	2,800,447			
27					
28					
29	Excludes Depreciation				

City of Sunnyvale RFP for HPRP Sub-Grants

EXHIBIT A - Budget (please download and type into this form)

PROGRAM BUDGET FORM

All expenses must be NECESSARY to carry out the proposed project.

Line Item #	Line Item Description	Year 1 Line Total	Year 2 Line Totals	Year 3 Line Totals	Total Request Year 1-3
50110	Salaries	26823	13411	\$4,471.00	44705
50150	Unemployment Compensation				
51809	Medical Benefits				
56695	Temporary/Part Time Help				
58852	Social Security (F.I.C.A.)	\$2,360.00	\$1,181.00	\$ 393.00	\$3,934.00
59933	Insurance - Worker's Comp.				
	Personnel Subtotal				48639
52000	Utilities				
53310	Mileage				
54411	Equipment				
55574	Materials & Supplies				
56101	Relocation				
56610	Advertising				
56615	Printing & Reproduction				
56652	Rental Assistance	259423	129711	43237	432371
56694	Other Contractual Services	\$8,686.00	\$4,343.00	\$1,447.00	14476
56696	Legal Services				
	Non-Personnel Subtotal				446847
	Total				495486

Recovery Act requires grantees to expend at least 60% of HPRP grant funds within two years of date funding becomes available. Recovery Act requires grantees to expend 100% of HPRP grant funds within three years of date funding becomes available.

City of Sunnyvale RFP for HPRP Sub-Grants

PERSONNEL SERVICE DETAIL

Period Covered: August 3, 2009 to June 29, 2012

(List each position separately)

Position or Title*	Date of Hire or Date to be Hired	Total Annual Salary	Amount of Salary from this application	Indicate other funding source(s) which contribute to salary	# Hrs per Week on Project for this source of funds
Executive Director	4/16/91	115391	\$3,182.00	112209	1.2
Director, Emergency Assist.	1/1/90	71188	10953	60235	6
Finance/Office Manager	1/1/96	74491	\$5,730.00	68761	3
Caseworker	5/1/01	55736	\$8,574.00	47162	7
Caseworker	5/16/07	50715	\$7,803.00	42912	7
Caseworker	7/1/09	55000	\$8,463.00	46537	7
Annual salaries as of 7/1/09					
Subtotal Salaries		422521	44705	377816	

Fringe Benefits/Employer Taxes

Category	Cost Basis/ Calculation Detail	Amount
50150 - Unemployment Compensation		
51809 - Medical Benefits		
58852 - Social Security (FICA)/Medicare	.088% of salary on payroll report	\$3,934.00
59933 - Insurance-Worker's Compensation		
Subtotal Fringe Benefits and Employer Taxes		\$3,934.00

Total Personnel & Fringes Requested	48639
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***Attach Job Description for each Position**

NOTE: The figures above assume 1) salaries as of July 1, 2009, 2) .088% taxes, and 3) all financial aid distributed in year one. Unknown is the time taken to handle each case which will be documented by caseworkers. All personnel expenses will be charged according to documented time necessary to handle HPRP cases which probably will not be the same for each case regardless of the amount of aid involved.

CASEWORKER

Definition

The Caseworker is responsible for direct contact with clients, determining and verifying their needs, providing available financial and in-kind assistance for which clients may be eligible, and arranging for or providing referrals to appropriate outside services. The Caseworker assesses clients' needs for financial help, food, and other emergency assistance services; determines what assistance can be provided by the agency and by outside resources; and advises clients on how to obtain appropriate services.

Distinguishing Characteristics

The Caseworker receives direction from the Director of Emergency Assistance and the Executive Director. The Caseworker reports to the Director of Emergency Assistance for approval for financial emergency assistance cases. The Director of Emergency Assistance and the Executive Director collaborate on the evaluation of the Caseworker. The position requires a substantial level of independent and collaborative decision-making, action, and responsibility with regard to determining clients' eligibility for a variety of services. The Caseworker who is bilingual or who has a specific area of expertise (for example, disabilities) will be responsible for providing services and information in that language(s) or to those clients with specific needs.

Essential Functions

- Assess and verify client needs, determining eligibility for a variety of financial and in-kind emergency assistance services.
- Refer clients to appropriate public and nonprofit services.
- Maintain client files and submit monthly statistical reports on services provided.
- Determine client eligibility for specific public and nonprofit programs for which the agency has assumed the role of qualifying agent.
- As applicable, provide translation assistance for clients and designated outside organizations.

Other Functions

- As assigned, participate in agency public relations activities such as agency fairs and community presentations of agency programs and services.
- As assigned, represent the agency on boards and committees.
- Develop good working relationships with agency volunteers.
- Participate in agency fund raising and recognition events.
- Other duties as assigned.

Minimum Qualifications

Education and Experience

Any combination of education and experience equivalent to possession of a bachelor's degree. Emphasis in social work, public administration or related field desirable. Experience in social work, knowledge of local regulations and services, and fluency in Spanish, Chinese, or Vietnamese desirable.

Knowledge, Skills and Abilities

Knowledge of:

- problems and needs of diverse, multi-cultural target populations, including economically disadvantaged, elderly, individuals with disabilities and ethnic minorities;
- effective interpersonal skills; and
- local, state, federal statutes and regulations relative to client needs and eligibility.

Skill in:

- effective oral communication;
- relating to clients from diverse backgrounds effectively under stressful conditions;
- setting priorities for assignments and workload appropriately and responding to deadlines effectively; and
- basic computer word-processing.

Ability to:

- demonstrate flexibility of style relative to specific assignments, working environments, and staff and volunteer diversity;
- recognize needs and initiate actions in order to help clients and to help develop more efficient agency systems and procedures;
- perform computer applications given reasonable training; and
- work both independently and as the director of operations.

PROGRAM DIRECTOR

Definition

The Program Director is responsible for daily operations of the specific program for which he/she is hired, including but not limited to recruitment, training, and supervision of staff and volunteers; program management; preparing required statistical reports; participation in reports to and requests from program funders; and working directly with clients/participants in the program.

Distinguishing Characteristics

The Program Director receives direction from and is evaluated by the Executive Director. The Program Director position requires a high level of independent decision-making, action, and responsibility with regard to program policies and operations.

Essential Functions

- Develop, direct, and evaluate program services.
- Supervise appropriate staff and/or volunteers in program delivery and program support.
- Maintain program records and service statistics.
- Evaluate program operations and develop suggestions for modification and improvement.
- Recruit, train, and integrate volunteers for program delivery and support.
- Collaborate with other agencies, programs, and services to enhance service delivery.
- Prepare periodic statistical reports and other reports required by program funders.

Other Functions

Director of Operations/Volunteers

- Recruit, interview, orient, assign, supervise, and evaluate volunteers for three major agency programs—front office, monthly food distribution, and Community Christmas Center and support other programs as needed.
- Serve as the liaison between staff and retired, student, corporate and other volunteers.
- Maintain data for and prepare reports of volunteer service statistics and in-kind donations made to the agency.
- Develop and update operations manuals for each of the major volunteer activities.
- Prepare periodic statistical and program reports for the agency and for outside funding sources.
- Develop volunteer recognition activities and events.
- Conduct program evaluations, making suggestions to eliminate problems and to improve service delivery.
- Represent the agency in public relations activities such as agency fairs and community presentations of agency services and volunteer opportunities.

- Other duties as assigned.

Director of Emergency Assistance

- Supervise caseworkers performance in conforming to program policies and practices.
- Approve financial emergency assistance cases for funding.
- Maintain financial records for all sources of emergency assistance funding.
- Prepare periodic statistical and program reports for the agency and for outside funding sources.
- Represent the agency on community boards and task forces dealing with emergency assistance issues; as assigned, participate in agency public relations activities such as agency fairs and community presentations of agency programs and services.
- Work with the Volunteer Coordinator to use volunteers effectively in emergency assistance services delivery and support as appropriate.
- Other duties as assigned.

Minimum Qualifications

Education and Experience

Any combination of education and experience equivalent to possession of a bachelor's degree in social work, public administration, or related field plus at least three years of experience in a related work. Experience in supervision and program coordination essential; knowledge of community resources required.

Director of Emergency Assistance: Experience in social work, knowledge of local regulations and services, and fluency in Spanish, Chinese, or Vietnamese desirable.

Director of Operations/Volunteers: Experience coordinating volunteer programs, strong interpersonal skills, and experience working with senior volunteers required; experience with diverse volunteer base, public relations, and fund raising skills highly desirable.

Knowledge, Skills and Abilities

Knowledge of:

- problems and needs of diverse, multi-cultural target populations, including economically disadvantaged, elderly, individuals with disabilities and ethnic minorities;
- public relations principles and practices.

Skill in:

- essential management techniques, principles and procedures, with an emphasis on interpersonal skills;
- supervising staff and volunteers at multiple levels of responsibility;
- effectively relating to the public under stressful conditions;
- effective written and oral communication, including making public presentations;
- setting priorities for assignments and workload appropriately and responding to deadlines effectively;

- working in a multi-task environment and coordinating numerous assignments simultaneously;
- developing training materials and programs for staff and volunteers.

Ability to:

- demonstrate flexibility of style relative to specific assignments, working environments, and staff and volunteer diversity;
- recognize needs and initiate actions in order to develop more efficient systems and procedures or solve problems;
- perform computer applications given reasonable training; and
- work both independently and as program manager.

OFFICE MANAGER

Definition

The Office Manager is the primary support staff position in the agency. The Office Manager receives direction and priorities from the Executive Director. The Executive Assistant is responsible for handling and maintaining overall agency records and statistics, records for outside programs, and correspondence. The Executive Assistant is responsible for managing the agency's financial operations and records, having primary contact with all agency financial data and information and conducts the agency's business in accordance with generally accepted accounting procedures.

Distinguishing Characteristics

The Office Manager reports to, is evaluated by, and provides support for the Executive Director. The Office Manager position requires a substantial level of independent decision-making, action, and responsibility with regard to agency office and financial operations. The position also requires a high level of interface with contractors and vendors. The Office Manager provides support to other agency personnel and volunteers by handling special administrative tasks relative to other specific agency programs.

Essential Functions

- Prepare semi-monthly payroll data.
- Pay agency bills and prepare invoices for various funders.
- Code all agency checks to proper accounts.
- Prepare bank deposits.
- Prepare information for accountant for monthly financial statements, including checks written, donations (cash and in-kind) received, payroll, and bank reconciliations; check financial statements for accuracy and suggest any necessary modifications to accountant.
- Handle all agency and employee insurance policies.
- Maintain and update agency mailing list.
- Handle agency correspondence.
- Maintain data for and prepare reports of agency service statistics.
- Maintain data for and prepare personnel reports.
- Maintain data for and prepare reports for outside programs benefitting agency clients.
- Serve as fiscal agent for the Season of Sharing program, preparing checks, retaining accurate records, and preparing required reports.
- Order supplies for the agency as needed.

Other Functions

- Maintain agency financial data and records; train another staff person(s) to serve as backup support.

- Prepare materials requested by auditor and assist the Executive Director during the annual audit.
- Work with Executive Director to develop annual budget.
- Maintain records of financial and in-kind donations made to the agency.
- Serve as backup support to the Director of Volunteers particularly in the relation to front office operations.
- Provide administrative support to other agency staff and programs.
- Other duties as assigned.

Minimum Qualifications

Education and Experience

Any combination of education and experience equivalent to possession of an associate's degree. Minimum of two years experience in an accounting position and in providing administrative support, specifically with correspondence, statistical reporting and record keeping, personnel, financial operations and record keeping. Bilingual ability in Spanish is highly desirable. Minimum of two years experience.

Knowledge, Skills and Abilities

Knowledge of:

- generally accepted accounting procedures;
- financial and statistical operations, reports, and record keeping;
- basic office management techniques;
- effective interpersonal skills; and
- office correspondence

Skill in:

- computer skills with spreadsheets, checks, other financial applications, and word processing;
- ten-key by touch;
- effective and accurate oral communication;
- computer programs, specifically word processing, spreadsheet, and data base management; graphic programs desired but not required; and
- accurate statistical and financial record keeping.

Ability to:

- pay accurate attention to detail;
- perform basic computer applications;
- work on multiple tasks simultaneously;
- relate well with a diverse staff, volunteers, vendors, funders, and clients;
- work independently with minimal supervision; and
- identify and report operational problems and concerns.

EXECUTIVE DIRECTOR

Definition

The Executive Director is the chief executive officer for Sunnyvale Community Services and is responsible for the overall management of the agency. The Executive Director reports directly to the Board of Directors.

Distinguishing Characteristics

The Executive Director receives direction from the Board of Directors, both directly and through an interpretation of Board policies and procedures. The Executive Director is solely responsible for the implementation of Board policies and procedures, the provision of agency services and the management systems of the agency. Contacts are regularly made both inside and outside the agency at all organizational levels involving considerable tact, discretion and customer service skills.

Essential Functions

- Conduct and manage all fund raising activities.
- Prepare and administer the agency's budget and fiscal reporting systems.
- Develop and prepare grant applications as needed for public and private funding sources.
- Develop, direct and evaluate agency programs and services.
- Represent the agency throughout the community, including corporate development, inter-agency linkages, general information and referral, and collaborative innovations.
- Collect, analyze and maintain statistical, client, contractual and other data for program and policy development, meeting program objectives, and budget preparation.
- Maintain working relationships with professional associations and other service providers.
- Implement agency personnel policies and procedures, including recruitment, selection, evaluation, training and development of agency personnel.
- Recruit, train and integrate volunteers within the agency service delivery system.
- Provide primary staff support to the Board of Directors, including all standing and ad hoc committees.
- Administers the Endowment Program and Planned Giving Guidelines of the agency in accordance with the guidelines as approved by the Board.

Other Functions

- Provide technical assistance in the utilization of computer based applications and technologies.
- Design and preparation of agency public relations materials, including newsletters, brochures, flyers and press releases.
- Conduct large and small group presentations.
- Other duties as assigned.

Minimum Qualifications

Education and Experience

Any combination of education and experience equivalent to possession of a bachelor's degree. Emphasis in social work, public administration or related field desirable. Master's degree is desirable. Three years of direct management experience or equivalent required.

Knowledge, Skills and Abilities

Knowledge of:

- problems and needs of diverse, multi-cultural target populations, including economically disadvantaged, elderly, individuals with disabilities and ethnic minorities;
- essential management techniques, principles and procedures, with an emphasis on interpersonal skills;
- public relations principles and practices;
- various fund raising practices and procedures;
- fiscal procedures, including budget preparation, reporting systems and audits;
- grant application and fund development practices relative to various government, public and private funding sources; and
- state and federal statutes and regulations relative to non-profit organizations and personnel administration.

Skill in:

- supervising staff at multiple levels of responsibility;
- effectively relating to the public under stressful conditions;
- effective written and oral communication, including making public presentations;
- setting priorities for assignments and workload appropriately and responding to deadlines effectively;
- working in a multi-task environment and coordinating numerous assignments simultaneously;
- developing training materials and programs for staff and volunteers; and
- negotiating service agreements with public and private funding sources.

Ability to:

- demonstrate flexibility of style relative to specific assignments, working environments, and staff and volunteer diversity;
- recognize needs and initiate actions in order to develop more efficient systems and procedures or solve problems;
- perform computer applications given reasonable training; and
- work both independently and as the director of operations.

ATTACHMENT B

SERVICES AGREEMENT

AGREEMENT

THIS AGREEMENT dated this 30th day of September 2009, is by and between the CITY OF SUNNYVALE, a municipal corporation (hereinafter CITY), and SUNNYVALE COMMUNITY SERVICES, (hereinafter SUB-GRANTEE).

WITNESSETH

WHEREAS, SUB-GRANTEE has applied to CITY for and has been awarded a grant of CITY funds in the amount of \$495,486 for the purpose of providing rental assistance to prevent individuals and families from becoming homeless and/or re-house homeless families under the Homelessness Prevention and Rapid Re-Housing Program (HPRP) (hereinafter PROGRAM), operating within Santa Clara County from facilities located at 725 Kifer Road, Sunnyvale, CA 94086.

NOW, THEREFORE, THE PARTIES agree to comply with the requirements set forth in the following documents, which are attached hereto and incorporated by these references herein:

- (1) Scope of Services and Standards – Exhibit "A"
- (2) Budget and Method of Payment; Reporting – Exhibit "B"
- (3) Standard Provisions – Exhibit "C"
- (4) Federal Assurances and Requirements – Exhibit "D"
- (5) HPRP Contract Information – Exhibit "E"
- (6) Certification of Drug-Free Workplace – Exhibit "F"

I. PROGRAM COORDINATION

- A. City Housing Officer, or her/his designee, shall be the PROGRAM MANAGER for CITY and shall render overall supervision of the progress and performance of this agreement by CITY. All services agreed to by CITY shall be performed under the overall direction of the PROGRAM MANAGER.
- B. SUB-GRANTEE shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the progress and execution of this agreement. Should circumstances or conditions subsequent to the execution of this agreement require a substitute PROGRAM DIRECTOR, SUB-GRANTEE shall notify CITY immediately of such occurrence. PROGRAM DIRECTOR and SUB-GRANTEE staff will fully cooperate with PROGRAM MANAGER relating to the PROGRAM, areas of concern, and the impact of PROGRAM on residents of CITY.

C. All notices or other correspondence required or contemplated by this agreement shall be sent to the parties at the following address:

CITY: Suzanne Isé - Housing Officer
P. O. Box 3707
Sunnyvale, CA 94088-3707
(408) 730-7250

SUB-GRANTEE: Nancy Tivol, Executive Director
Sunnyvale Community Services
725 Kifer Road
Sunnyvale, CA 94086
408-738-0121

This Agreement shall be for the period of September 30, 2009 through June 30, 2012. For purposes of identification, this Agreement shall be numbered 0910-828130.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate.

APPROVED AS TO FORM: ("CITY")

City Attorney

BY: _____
Gary Luebbers, City Manager

ATTEST: ("SUB-GRANTEE")

City Clerk

BY: _____
Executive Officer

SCOPE OF SERVICES AND STANDARDS

I. SCOPE OF SERVICES

SUB-GRANTEE will provide rental assistance to prevent individuals and families from becoming homeless and/or re-house homeless families under the Homelessness Prevention and Rapid Re-Housing Program (HPRP). The program is further described in the attached HPRP Program Summary Guide (next page).

II. PROGRAM OBJECTIVES AND PERFORMANCE INDICATORS

Performance Indicators	Benchmarks			3-Yr Annual Goal
	09/10	10/11	11/12	
Number of new and unduplicated Sunnyvale Residents served per year*	86	44	14	144
Months/units of rental assistance provided	173	86	29	288

*report only new clients

III. DOCUMENTATION OF PERFORMANCE STANDARDS

SUB-GRANTEE will maintain documentation of performance indicators on file for inspection by PROGRAM MANAGER, with an audit trail from source documents to worksheets to reports.

IV. OTHER SERVICES AND REQUIREMENTS

The proposal which was submitted to SUB-GRANTEE as an application to fund this PROGRAM is herein incorporated by reference, except as modified by specific provisions of this agreement.

V. POLICIES AND OPERATING PRINCIPLES

SUB-GRANTEE shall be guided by the policies and operating principles set forth in the CITY's Human Services Policy Statement and the Relationships with Outside Groups Policy as well as by all federal guidance and regulations applicable to HPRP.

BUDGET AND METHOD OF PAYMENT; REPORTING

I. BUDGET

Reimbursement to SUB-GRANTEE shall not exceed \$495,486 for the agreement period.

II. METHOD OF PAYMENT

- A. SUB-GRANTEE shall be reimbursed based on their actual cost to provide the specified services during the payment period, not to exceed \$495,486.
- B. Payment for Substantial Compliance with Program Objectives - Payments to SUB-GRANTEE will be made within 30 days of receipt of SUB-GRANTEE's Payment Request, with sufficient documentation of services provided and expenses incurred. SUB-GRANTEE shall submit Payment Request within five (5) days of the end of payment period. Total reimbursement under this agreement shall not exceed actual allowable documented expenses; if it is determined that the payment requested exceeds the actual expenses in a payment period; the payment will be reduced accordingly.
- C. "Payment Period" is the *month* for which a payment is made.

III. REPORTING

SUB-GRANTEE agrees to provide written reports to the CITY which detail PROGRAM performance and expenses incurred within five (5) days of the end of each quarter. Such reports must include the following information:

- A. A narrative description of the services which have been provided to date for the performance year, related to the objectives and performance indicators set forth in this agreement.
- B. A numerical comparison of actual-to-planned performance achieved, listing the performance indicators in Exhibit A, Section II. Report **only unduplicated** number of clients served during the quarter.
- C. Identification of performance indicators which are not being achieved, with a written explanation of why performance is below plan, and timetable for corrective action. If implementation of corrective action requires a substantial change in contract requirements, a modification must be requested.
- D. Identification of any operational difficulties which may affect the present or future

- performance of the contract.
- E. HUD demographic data describing the clients served by the SUB-GRANTEE by income group, age group (i.e. elderly, youth, or adult), female head of household and ethnicity.
 - F. A semi-annual HUD Performance Indicator report should be included at the end of quarters two and four.
 - G. In relation to the **HPRP** funds obligated, a quarterly report providing data required by HUD and the American Recovery Reinvestment Act (ARRA) such as expenditures, job creation, the number of people served, and demographic information, in the HUD report form provided by the City.

All reporting forms are provided by the CITY.

Due Dates for Reports

<u>Period</u>	<u>Date</u>
July - September	October 05, 2009
October - December	January 05, 2010
January - March	April 05, 2010
April - June	July 05, 2010

STANDARD PROVISIONS**I. OBLIGATIONS OF SUB-GRANTEE**

SUB-GRANTEE shall be responsible for the following:

A. Organization

1. Provide CITY with
 - a) Articles of Incorporation or other organizational documents under the laws of the State of California or under the laws of the state of incorporation if the organization is incorporated.
 - b) A copy of its current bylaws.
 - c) Documentation of nonprofit status under Section 501(c)(3) of the Internal Revenue Code, if applicable.
 - d) Names and addresses of current Board of Directors.
 - e) An updated copy of organization's personnel policies.
2. Report any changes in the Corporation's Articles of Incorporation, bylaws, or tax exempt status promptly to the City's PROGRAM MANAGER.
3. Permit no member of its Board of Directors to become a paid employee or paid agent of SUB-GRANTEE, or to receive any funds under this agreement, or to have any financial interest in this agreement.
4. Include on its Board of Directors representation from the broadest possible cross-section of the community, including those with expertise and interest in the SUB-GRANTEE's services, and representatives from community organizations interested in the SUB-GRANTEE's services.
5. Open to the public all meetings of the Board of Directors, except meetings, or portions thereof, dealing with personnel or litigation matters, and maintain a written record of all meetings open to the public.
6. Religious Entity
 - a) Shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - b) Shall not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
 - c) Will not provide religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services

B. Program Operations

SUB-GRANTEE shall:

1. Coordinate its services with other existing organizations providing similar services in order to foster community cooperation and to avoid unnecessary duplication of services.
2. Where applicable, seek out and apply for other sources of revenue in support of its operation or services from county, state, federal and private sources and, in the event of such award, inform CITY within 30 days of the amount and source of such revenues.
3. Include acknowledgment of CITY funding and support on all appropriate publicity and publications, using words to the effect that "services are funded in whole or in part by City of Sunnyvale."
4. Fully cooperate and communicate with the PROGRAM MANAGER relating to the PROGRAM areas of concern and the impact of PROGRAM on residents of CITY.

C. Fiscal Responsibilities of SUB-GRANTEE

SUB-GRANTEE shall:

1. Appoint and submit the name of a fiscal agent who shall be responsible for the financial and accounting activities of the SUB-GRANTEE, including the receipt and disbursement of program funds.
2. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting (GAAP) for program funds. Such system of accounts shall be subject to review and approval by CITY for compliance with the applicable requirements for the administration of funds referenced in this Agreement and OMB Circular A-87.
3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, cancelled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.
4. Submit for approval by CITY any lease agreement either contemplated or in effect relating to performance of the project funded under this agreement.

D. Records, Reports, and Audits of SUB-GRANTEE

1. Preservation of Records: SUB-GRANTEE shall preserve and make available its records pertaining to the operation of this agreement

- a) until expiration of three years from the date of final payment pursuant to this agreement, and
 - b) for such longer period, if any, as is required by applicable law, or,
 - c) if this agreement is completely or partially terminated, records shall be preserved and made available for a period of three years from the date of any resulting final settlement.
2. Examination of Records, Facilities: At any time during normal business hours, and as often as may be reasonably necessary, SUB-GRANTEE agrees that CITY, or its duly authorized representatives, shall have access to and the right to examine its plants, offices, worksites and facilities used in performance of this agreement and its records with respect to all matters covered by this agreement, excepting those falling within the attorney-client privilege. SUB-GRANTEE also agrees that the CITY or its duly authorized representatives have the right to audit, examine and make excerpts or transcripts of and from, such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data pertaining to this agreement.
3. Audits:
- a) Independent Audits. SUB-GRANTEE shall have an audit program, consisting of performance of an independent fiscal audit covering each two year period at least every two years, in conformance with generally accepted standard accounting principles. Such audits must identify the funds received and disbursed relating to this agreement. The costs for such audits shall be at SUB-GRANTEE's expense, unless otherwise provided for in this agreement. Copies of the completed audits must be provided to the CITY's PROGRAM MANAGER.
 - b) City Audits. The CITY may perform an independent audit. Such audit may cover programmatic as well as fiscal matters. SUB-GRANTEE will be notified in advance that an audit will be conducted. SUB-GRANTEE will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Cost of such audits will be borne by the CITY.
 - c) Disallowed Costs. SUB-GRANTEE shall be liable for repayment of disallowed costs. Disallowed costs may be identified through audits, monitoring or other sources. SUB-GRANTEE shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs. The CITY's PROGRAM MANAGER shall make the determination of disallowed costs.

E. Worker's Compensation and Insurances

1. Worker's Compensation: SUB-GRANTEE shall comply with the Labor Code of the State of California, which requires every employer to be insured

against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.

2. Insurance: SUB-GRANTEE, at its sole cost and expense, shall obtain and maintain in full force and effect, throughout the entire term of this agreement, insurance coverage insuring not only SUB-GRANTEE and its subcontractors, if any, but also, with the exception of worker's compensation and employer's liability insurance, CITY, its officers, agents, and employees, and each of them. CITY, its officers, agents and employees, and each of them, shall be named additional insureds on any such policy. The policy amounts shall be as follows:

- ___ Not less than \$500,000.00 for death or injury to any person
- ___ Not less than \$500,000.00 for loss of or damage to property
- ___ Not less than \$500,000.00 for each occurrence
- ___ Not less than \$500,000.00 combined single limit for death or injury to persons, or loss of or damage to property.

Said insurance shall include not less than \$500,000 coverage for each occurrence of legal malpractice.

Certificates of such insurance shall be filed with CITY concurrently with the execution of this agreement, or, with the approval of CITY's PROGRAM MANAGER, within ten (10) days thereafter. Said certificates shall be subject to the approval of CITY's PROGRAM MANAGER, shall name the CITY as an "Additional Insured", and shall contain an endorsement stating that said insurance is primary coverage and will not be cancelled or altered by the insurer except after filing with CITY's PROGRAM MANAGER not less than thirty (30) days' written notice of such cancellation or alteration. Current certifications of such insurance shall be kept on file at all times during the term of this agreement with the City.

3. Surety Bond/Insurance: Employee Dishonesty: Prior to any CITY disbursement of funds to SUB-GRANTEE for any purpose other than for premiums for surety bonds or insurance policies required herein, SUB-GRANTEE's fiscal officer shall provide CITY satisfactory proof that all persons handling, on behalf of SUB-GRANTEE, funds received from CITY for disbursement under this Agreement are covered by a surety bond or insurance policy issued by a qualified insurer or surety company authorized to do business in California, not less than the amount appropriated by CITY to SUB-GRANTEE under this agreement to assure that SUB-GRANTEE uses the funds disbursed to it by CITY for the required purposes. Such bond or insurance policy shall assure reimbursement to SUB-GRANTEE for financial losses attributable to the dishonesty of any person handling such funds on behalf of SUB-GRANTEE. If such policy or bond is cancelled or reduced for any reason, SUB-GRANTEE shall immediately notify CITY. If such cancellation or reduction shall have occurred, CITY shall not make any

further disbursements to SUB-GRANTEE until CITY receives satisfactory proof that the coverage initially approved by CITY has been reinstated.

F. Assignability and Independent SUB-GRANTEE Requirements

1. None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written CITY approval.
2. No SUB to the SUB-GRANTEE will be recognized by CITY as such; rather, all SUBS shall be deemed to be employees of SUB-GRANTEE and SUB-GRANTEE agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

G. Purchasing

1. Title to Personal Property: Title to any personal property acquired for use in the performance of the services and work specified in this agreement shall be as follows:
 - a) Personal property donated shall become the property of that entity specified by the donor; if not specified, the same shall become the property of CITY except for property and equipment described in subparagraph (b) hereof.
 - b) Personal property and equipment permanently affixed to buildings owned by SUB-GRANTEE shall become property of SUB-GRANTEE.
2. Non-Expendable Property: Purchase of non-expendable property by SUB-GRANTEE with funds provided by CITY, with a purchase price in excess of \$100.00, must be approved in writing by CITY. CITY shall retain title to non-expendable property with a unit cost of \$100.00 or more. CITY, at its option, may revert title to SUB-GRANTEE.
3. Purchase of Real Property: None of the funds provided under this agreement shall be used for the purchase of real property, or for the purchase of an option on the purchase of real property.
4. Competitive Bidding: SUB-GRANTEE shall use competitive bidding procedures in conformance with any applicable local, state, or federal laws.

H. Nondiscrimination

SUB-GRANTEE shall not discriminate in employment under the PROGRAM, deny any person the benefits of the PROGRAM, exclude any person from participating in the PROGRAM or subject any person to discrimination under any part of the PROGRAM, on the basis of race, color, religious creed, national origin, ancestry, disability, medical condition, marital status, sex, age of a person forty (40) years of age or older, or any other basis as to which discrimination is prohibited by state or federal law. SUB-GRANTEE certifies that it is aware of the

requirements of the Americans with Disabilities Act and does not discriminate in the provision of its services on the basis of disability.

I. Surveys

SUB-GRANTEE will submit forms acceptable to CITY, and either independently or at CITY's request, to clients served through the course of this agreement. These forms are expressly for the purpose of obtaining client satisfaction information which may at any time be used as part of the CITY's monitoring program.

II. OBLIGATIONS OF CITY

A. CITY staff shall provide assistance to SUB-GRANTEE in explaining CITY imposed procedural or substantive contract requirements. In addition, CITY shall serve as liaison between SUB-GRANTEE and interested citizens and groups, including CITY's Housing and Human Services Commission.

B. *Monitoring and Evaluation*

Evaluation of the PROGRAM performance shall be the responsibility of CITY, through its PROGRAM MANAGER. SUB-GRANTEE shall furnish all data, statements, records, information and reports necessary to monitor, review and evaluate the performance of the PROGRAM and its components. CITY shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by CITY.

C. *Payment of Invoices*

Upon submittal of invoices by SUB-GRANTEE, CITY agrees to provide payment to the SUB-GRANTEE, within 30 days of submittal of invoice, subject to the conditions of other provisions in this agreement. SUB-GRANTEE shall submit invoices on forms provided by CITY.

III. DISCLOSURE OF CONFIDENTIAL INFORMATION

Confidential information pertaining to or acquired from an individual by SUB-GRANTEE while performing under this Agreement shall not be disclosed without the permission of that individual unless compelled by order or subpoena of a court or tribunal of competent jurisdiction. Nothing herein shall prevent SUB-GRANTEE or CITY from using confidential information to perform statistical analyses or other evaluations related to the performance of this Agreement, provided the identity of the individual who is the subject of the information is not disclosed.

IV. HOLD HARMLESS

SUB-GRANTEE shall defend, indemnify, and save CITY, its officers, employees and elected officials, boards and commissions, harmless with respect to any damages arising from:

- A. Any noncompliance by SUB-GRANTEE or PROGRAM with such laws, ordinances, codes, regulations and decrees;
- B. Any torts committed by SUB-GRANTEE, its agents, employees or officials, in performing any of the work or providing any of the services embraced by this agreement;
- C. All suits, actions, claims, causes of action, costs, demands, judgements, and liens arising out of SUB-GRANTEE's performance under this agreement, including SUB-GRANTEE's failure to comply with or carry out any of the provisions of this agreement.

V. PROGRAM NON-COMPLIANCE

Upon receipt of evidence of a failure by SUB-GRANTEE to comply with any provision of this agreement, including EXHIBITS "A," "B," "C," and "D," the CITY shall have the right to require corrective action to enforce compliance with such provisions. CITY shall have the right to require the presence of any SUB-GRANTEE's officers at any hearing or meeting called for the purpose of considering corrective action within five (5) days of issuing such notice.

In the event of contract non-compliance, the CITY shall forward SUB-GRANTEE a set of recommended specific actions to correct unsatisfactory program performance and a reasonable timetable for implementing the recommendations. Following implementation of corrective actions, SUB-GRANTEE shall forward to CITY, within the time specified by CITY, any documentary evidence required by CITY to verify that corrective actions have been taken.

In the event SUB-GRANTEE does not implement satisfactory corrective actions in accordance with the corrective action timetable, CITY may immediately suspend payments hereunder and/or provide notice of intent to terminate this agreement.

VI. TERMINATION

- A. CITY may suspend or terminate this agreement for any reason by giving thirty (30) days written notice to the other party. Upon the expiration of such notice period, performance of the services hereunder will be immediately discontinued, and such termination will take effect, if notice thereof is not earlier rescinded in writing by CITY.
- B. Upon suspension or termination of this agreement by CITY, CITY shall be under no obligation to pay SUB-GRANTEE except for services previously performed for which payment had not previously been made.
- C. Upon suspension or termination, SUB-GRANTEE shall
 - 1. Be paid for all services actually rendered to CITY to the date of such suspension or termination; provided, however, if this agreement is

suspended or terminated for fault of SUB-GRANTEE, CITY shall be obligated to compensate SUB-GRANTEE only for that portion of SUB-GRANTEE's services which are determined by CITY to be of benefit to CITY.

2. Turn over to CITY promptly any and all copies of studies, reports and other data, whether or not completed, prepared by SUB-GRANTEE or its SUBS, if any, in connection with this agreement. Such materials shall become property of CITY. SUB-GRANTEE, however, shall not be liable for CITY's use of incomplete materials nor for CITY's use of complete documents if used for other than the services contemplated by this agreement.

- D. Unless sooner terminated by the parties, or by CITY pursuant to paragraph VI.A. of this Exhibit "C", this agreement shall terminate upon completion of the PROGRAM and final payment by CITY to SUB-GRANTEE.

VII. TERMS AND AMENDMENTS

If either party shall desire any amendment to this agreement, it may submit a written request for such amendment to the other party. No amendment to this agreement shall be effective except upon the mutual written consent of the parties.

VIII. COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms of this agreement or arising out of this agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

IX. WHEN RIGHTS AND REMEDIES WAIVED

In no event shall any payment by CITY or any acceptance of payment by SUB-GRANTEE hereunder constitute or be construed as a waiver by CITY or SUB-GRANTEE of any breach of covenants or conditions of this agreement or any default which may then exist on the part of CITY or SUB-GRANTEE, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY or SUB-GRANTEE with respect to such breach or default.

X. INTEGRATED DOCUMENT

This agreement embodies the agreement between CITY and SUB-GRANTEE and its terms and conditions. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms contained in the documents comprising this agreement. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY.

XI. AGREEMENT BINDING

The terms, covenants, and conditions of this agreement shall apply to, and bind, the

heirs, successors, executors, administrators, assigns and SUBSUB-GRANTEES to both parties.

XII. GENERAL ASSURANCES

The SUB-GRANTEE hereby assures and certifies compliance with the regulations, policies, guidelines, and requirements referenced in its application with the CITY, as they relate to the application, acceptance, and use of CITY funds for this program. Also, the SUB-GRANTEE assures and certifies to the CITY that:

1. It possesses legal authority to apply for the funding which CITY has appropriated in connection with this agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of the SUB-GRANTEE's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the SUB-GRANTEE to act in connection with that application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, 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.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of the grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other activities.

FEDERAL ASSURANCES AND REQUIREMENTS

I. FEDERAL ASSURANCES

SUB-GRANTEE shall become familiar and comply with and cause its, employees and subrecipients, if any, to comply with all of the following applicable federal, state and local laws, ordinances, codes and regulations. Failure of SUB-GRANTEE to understand law as described herein shall in no way relieve SUB-GRANTEE of its responsibility to adhere to same. SUB-GRANTEE assures and certifies to the CITY that:

- A. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Act for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.
- B. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- C. It will give the sponsoring agency (or the Comptroller General), through any authorized representatives, the access to and the right to examine all records, books, papers and documents related to the grant.
- D. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- E. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that facility to be used in the project is under consideration for listing by the EPA.
- F. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development (HUD) as an area having special flood Hazards.
- G. It will assist the grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11592, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469c-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for

inclusion in the National Register of Historic Places that are subject to adverse effect (see 46 CFR Part 800.8) by any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.

- H. It will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, in the provision of training, employment, and business opportunities.
- I. It will comply with provisions of Executive Order 11246, as amended, on equal employment opportunities and affirmative action relative to employees and applicants and non-exempt contracts and subcontracts.
- J. It will comply with 24 CFR Part 35 of the HUD regulations prohibiting the use of lead-based paint in the construction or rehabilitation of residential structures.
- K. It will comply with the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act.
- L. It will comply with the Davis-Bacon Federal Labor Standards provision with respect to all construction contracts in excess of \$2,000.
- M. It will comply with the non-discrimination requirements under Title VI of the Civil Rights Act of 1964 with respect to sale, lease or other transfer of land acquired, cleared or improved with grant assistance.
- N. It will comply with 24 CFR Part 85 of the HUD regulations known as the Common Rule.

II. REQUIREMENTS

- A. Subrecipients, except subrecipients which are governmental entities, shall comply with the following attachments to OMB Circular No. A-110, as noted in 24 CFR 570.502(b):
 - 1. Attachment A, "Cash Depositories", except for Paragraph 4 concerning deposit insurance;
 - 2. Attachment B, "Bonding and Insurance";
 - 3. Attachment C, "Retention and Custodial Requirements for Records", except that in lieu of the provisions of Paragraph 4, the retention period for records pertaining to individual CDBG activities starts from the date of submission of the annual performance and evaluation report, as prescribed in 570.507, in which the specific activity is reported on for the final time;
 - 4. Attachment F, "Standards for Financial Management Systems";

5. Attachment H, "Monitoring and Reporting Programs Performance", Paragraph 2;
 6. Attachment N, "Property Management Standards", except for Paragraph 3 concerning the standards for real property, and except that Paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the subrecipient for HPRP activities shall be transferred to the recipient for the HPRP program or shall be retained after compensating the recipient; and
 7. Attachment O, "Procurement Standards".
- B. SUB-GRANTEE shall comply with all applicable requirements of a sub recipient under 24 CFR part 570.503 and 570.504;
 - C. SUB-GRANTEE shall comply with the requirements and standards of OMB Circular No. A - 122 "Cost Principles for Non - Profit Organizations and with the following Attachments to OMB Circular A - 110";

HPRP REQUIREMENTS**I. PROGRAM BENEFIT:**

SUB-GRANTEE shall conduct the Program within the City of Sunnyvale, for the purpose of preventing households from becoming homeless, or assisting homeless persons to obtain housing.

II. CONTINUUM OF CARE (CoC) COORDINATION:

In an effort to ensure that HPRP activities are aligned with the CoC's strategies for preventing and ending homelessness, SUB-GRANTEE shall participate in the CoC by attending various county-wide meetings relating to HPRP, particularly those of the *HPRP Working Group*.

III. REQUIREMENTS FOR ALL PROGRAM PARTICIPANTS:

In order to receive financial assistance or services funded by HPRP, individuals and families – whether homeless or housed – must at least meet the following minimum criteria:

- A. Any individual or family provided with financial assistance through HPRP must have at least an initial consultation with a case manager or authorized representative who can determine the appropriate type of assistance to meet their needs. The City encourages that the SUB-GRANTEE have a process in place to refer persons ineligible for HPRP to the appropriate resources or service provider that can assist them.
- B. The household must be at or below 50 percent of Area Median Income (AMI).
- C. The household must be either homeless or at risk of losing its housing and meet both of the following circumstances: (1) no appropriate subsequent housing options have been identified; AND (2) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

IV. CONFIDENTIALITY:

SUB-GRANTEE must develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided with assistance and that the address or location of any assisted housing is not made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City and/or that records are maintained in HMIS pursuant to HUD requirements..

V. COMPLIANCE WITH FEDERAL REGULATIONS:

The provisions of the HPRP as published in the Catalog of Federal Domestic

Assistance (CFDA) (hereinafter referred to as "HPRP Regulations") and all future amendments and revisions to the same are hereby incorporated into and made a part of this Agreement. The SUB-GRANTEE shall at all times comply with the HPRP Regulations, associated Executive Orders, statutes, OMB Circulars, other related federal regulations, and all future revisions and amendments to the same. The SUB-GRANTEE shall become thoroughly familiar with all of the foregoing requirements as applicable and shall ensure that the HPRP Assisted Persons/Units comply in all respects with the HPRP Regulations.

SUB-GRANTEE shall comply with "Other Federal Requirements" listed below, as per Notice dated March 19, 2009, under the American Recovery and Reinvestment Act of 2009, Docket No. FR-5307-N-01.

VI. OTHER FEDERAL REQUIRMENTS

A. Conflicts of Interest

1. General. With respect to the use of HPRP funds to procure services, equipment, supplies or other property, states, territories and units of general local government that receive HPRP funds shall comply with 24 CFR 85.36(b)(3), and non-profit subgrantees shall comply with 24 CFR 84.42. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
2. Exceptions. Upon the written request of the grantee, HUD may grant an exception to the restrictions in paragraph 1 above on a case-by-case basis when it determines that the exception will serve to further the purposes of the HPRP and promote the efficient use of HPRP funds. In requesting an exception, the grantee must provide the following:
 - a. For states and other governmental entities, a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - b. For all grantees, an opinion of the grantee's attorney that the interest for which the exception is sought would not violate state or local law.

B. Environmental Requirements

This Notice does not direct, provide for assistance or loan and mortgage insurance for, or otherwise govern or regulate, real property acquisition, disposition, leasing (other than tenant based rental assistance), rehabilitation, alteration, demolition, or new construction, or establish, revise or provide for standards for construction or construction materials, manufactured housing, or occupancy. Accordingly, under 24 CFR 50.19(c)(1), this Notice is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321). Moreover, consistent with the provisions for administrative and management expenses, tenant-based rental assistance, and supportive services in 24 CFR 50.19(b)(3), (11), and (12), the eligible activities to be assisted under this Notice are categorically excluded from the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and are not subject to environmental review under the related laws and authorities.

C. Habitability Standards

Organizations providing rental assistance with HPRP funds will be required to conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be moving. Units should be inspected on an annual basis and upon a change of tenancy. The minimum habitability standards are listed in Appendix C. Grantees may require more stringent standards.

D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY REQUIREMENTS

Grantee and SUB-GRANTEE must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). In addition, SUB-GRANTEE must make known that HPRP rental assistance and services are available to all on a nondiscriminatory basis and ensure that all citizens have equal access to information about HPRP and equal access to the financial assistance and services provided under this program. Among other things, this means that each SUB-GRANTEE must take reasonable steps to ensure meaningful access to programs to persons with limited English proficiency (LEP), pursuant to Title VI of the Civil Rights Act of 1964. This may mean providing language assistance or ensuring that program information is available in the appropriate languages for the geographic area served by the jurisdiction and that limited English proficient persons have meaningful access to HPRP assistance. To assist grantees, the Department published the "Final Guidance to Federal Financial Assistance Sub-recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (72 Federal Register 2732; January 22, 2007). In addition, all notices and communications shall be provided in a manner that is effective for persons with hearing, visual, and other communication related disabilities consistent with section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.6.

If the procedures that the SUB-GRANTEE intends to use to make known the

availability of the rental assistance and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such rental assistance and services, the SUB-GRANTEE must establish additional procedures that will ensure that such persons are made aware of the rental assistance and services.

E. Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding Sub-recipients. Grantees and subgrantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status. Examples of affirmatively furthering fair housing include: (1) marketing the program to all eligible persons, including persons with disabilities and persons with limited English proficiency; (2) making buildings and communications that facilitate applications and service delivery accessible to persons with disabilities (see, for example, HUD's rule on effective communications at 24 CFR 8.6); (3) providing fair housing counseling services or referrals to fair housing agencies; (4) informing participants of how to file a housing discrimination complaint, including providing the toll-free number for the Housing Discrimination Hotline: 1- 800-669-9777; and (5) recruiting landlords and service providers in areas that expand housing choice to program participants.

F. Lead-Based Paint Requirements

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving assistance through HPRP.

G. Uniform Administrative Requirements

All States, Territories, Urban Counties, and Metropolitan cities receiving funds under HPRP shall be subject to the requirements of 24 CFR part 85. Non-profit subgrantees shall be subject to the requirements of 24 CFR part 84. Note that the closeout requirements apply to all entities receiving HPRP funds, but that no charges may be applied to the grant beyond the Recovery Act's 3-year expenditure deadline, as explained in section V.A.2.

H. Equal Participation of Religious Organizations

1. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in HPRP. Neither the federal government nor a grantee shall discriminate against an organization on the basis of the organization's religious character or affiliation.

2. Organizations that are directly funded under HPRP may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under HPRP. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under HPRP, and participation must be voluntary for the program participants.
3. A religious organization that participates in HPRP will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HPRP funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide HPRP-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HPRP-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.
4. An organization that participates in the HPRP shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
5. If a state or local government voluntarily contributes its own funds to supplement federally funded activities, the state or local government has the option to segregate the federal funds or commingle them. However, if the funds are commingled, the requirements listed above apply to all of the commingled funds.

I. Lobbying and Disclosure Requirements

The disclosure requirements and prohibitions of section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to HPRP. Applicants must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific grants or contracts.

J. Drug-Free Workplace Requirements

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

K. Procurement of Recovered Materials

State agencies and agencies of a political subdivision of a state that are using assistance under a HUD program for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. In accordance with section 6002, these agencies and persons must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must provide solid waste management services in a manner that maximizes energy and resource recovery; must have established an affirmative procurement program for procurement of recovered material identified in the EPA guidelines.

CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the contractor certifies that:

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-GRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The SUB-GRANTEE's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. 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 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) 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;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) 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;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) 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

- (b) 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;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Signature/Authorized Official

Date

Title

ATTACHMENT C

HPRP PROGRAM SUMMARY

HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM (HPRP)

Guidance Summary

PROGRAM PURPOSE:

To provide financial assistance and services to either prevent individuals and families from becoming homeless or help those who are experiencing homelessness to be quickly re-housed and stabilized. HUD expects that HPRP funds be targeted and prioritized to serve households that are most in need of this temporary assistance and are most likely to achieve stable housing, whether subsidized or unsubsidized, outside of HPRP after the program concludes. The program is focused on housing for homeless and at-risk households, and is designed to provide temporary financial assistance and housing relocation and stabilization activities to individuals and families who are homeless or who would be homeless *but for* this assistance.

Two populations are targeted:

- Individuals and families currently in housing but who are at risk of becoming homeless and need temporary rent or utility assistance to prevent them from becoming homeless or assistance to move to another housing unit (Prevention).
- Individuals and families who are experiencing homelessness and need temporary assistance in order to obtain housing and retain it (Rapid Re-Housing).

All eligible activities can be used for either population.

TOTAL FUNDS: \$1.5 billion nationally, \$508,191- Sunnyvale

ALLOCATIONS:

Funds have been allocated according to the formula used for the Emergency Shelter Grant (ESG) Program. The minimum grant amount is \$500,000. Any grantee jurisdiction that, according to the formula, was to receive less than \$500,000 will have to apply for a portion of the State ESG funding.

Cities, counties or agencies of those governments may directly carry out eligible activities or may distribute all or part of their grant amounts to private non-profits to carry out the activities. A local government may also subgrant to another local government to carry out the program.

ELIGIBLE ACTIVITIES:

The program is not intended to provide long-term support. The assistance should be focused on housing stabilization, linking program participants to community resources and mainstream benefits, and helping them develop a plan for preventing future housing instability. In all cases, there must be a clear process for determining the type, level, and duration of assistance for each program participant. There are **four categories of eligible activity**, all of which are **focused on housing**:

- Financial Assistance
- Housing Relocation and Stabilization
- Data Collection and Evaluation
- Administrative Costs

This program is designed to provide housing-related assistance. Financial assistance or services to pay for expenses available through other Recovery Act programs, such as child care and employment training, are not eligible.

Financial Assistance:

- Short-Term and Medium-Term Tenant-Based Rental Assistance:
 - Can be used to allow individuals and families to remain in their existing rental units or to help them obtain and help them remain in rental units that they select.
 - Short-term assistance cannot exceed rental costs accrued over a period of three months. If, at the 3-month point, a program participant needs additional financial assistance, they must be evaluated for eligibility to receive up to 15 months of additional assistance.
 - Medium-term rental assistance cannot exceed actual rental costs accrued over a period of 4-18 months. All medium-term rental assistance recipients must be re-certified for eligibility at least once every three months.
 - The provision of case management to recipients of short- and medium-term rental assistance is encouraged.
 - Rental assistance can be used to pay up to 6 months of rental arrears for eligible program participants if that payment allows the program participant to remain in the housing unit for which the arrears are being paid or move to another unit. If arrears are paid, the time period that they covered is subtracted from the maximum number of months of rental assistance for which the program participant is eligible. (Ex: If someone receives assistance for six months' worth of arrears, s/he can receive a maximum of twelve months of rental assistance.)
 - Rental assistance must be in compliance with HUD's standards of "rent reasonableness."
 - Other program terms are to be determined by the grantee, including the depth of the subsidy, whether there is a limit upon the number of times that a household can receive assistance, whether there is a maximum dollar amount that any household can receive, whether a household must share in the cost of certain expenses, and the process by which subsidies phase out.
 - Assistance should be "needs-based," meaning that grantees and subgrantees should determine the amount of assistance based on the minimum amount needed to prevent the program participant from being homeless or returning to homelessness in the near term.
 - Rental assistance payments cannot be made on behalf of eligible individuals or families for the same period of time and same cost types that are being provided for through another Federal, state, or local housing subsidy program. Cost types include rent (either the client portion or the subsidy), security deposits, utility deposits, utility payments, moving cost assistance, and hotel/motel vouchers.
 - Assisted property may not be owned by the grantee, subgrantee or the parent, subsidiary or affiliated organization of the subgrantee.
- Security and Utility Deposits: Security and utility deposits covering the same period of time in which assistance is being provided through another housing subsidy program are eligible, as long as they cover separate cost types. (Ex: A program participant could receive a security deposit from HPRP even if s/he receives rental assistance from the HUD VASH program.)
- Utility Payments: HPRP funds can be used for up to 18 months of utility payments, including 6 months of utility payments in arrears, provided that the participant or a member of his/her household has an account in his/her name with a utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts from a utility company.

- Moving Cost Assistance: HPRP funds can fund reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees for a maximum of three months or until the program participant is in housing, whichever is shorter.
- Hotel/Motel Vouchers: HPRP funds may be used for reasonable and appropriate motel and hotel vouchers for up to 30 days if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in.
- **Housing Relocation and Stabilization:**
 - Case Management: HPRP funds can support case management activities such as arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them to obtain housing stability. Component services include:
 - Developing, securing, and coordinating services,
 - Monitoring and evaluation of program participant progress,
 - Assuring that program participants' rights are protected, and
 - Developing an individualized housing and service plan, including a path to permanent housing stability after HPRP assistance.
 - Outreach and Engagement: HPRP funds can be used for services or assistance designed to publicize the availability of programs to make persons who are homeless or almost homeless aware of these and other available services and programs.
 - Housing Search and Placement: These funds can support services or activities designed to assist individuals or families in locating, obtaining, and retaining suitable housing. Component services or activities may include:
 - Tenant counseling,
 - Assisting individuals and families with understanding leases,
 - Securing utilities,
 - Making moving arrangements,
 - Representative payee services concerning rent and utilities, and
 - Mediation and outreach to property owners related to locating or retaining housing
 - Legal Services: HPRP funds can be used for legal services to help people stay in their homes, such as services or activities provided by a lawyer or other person(s) under the supervision of a lawyer to assist program participants with legal advice and representation in administrative or court proceedings related to tenant/landlord matters or housing issues. Legal services related to mortgages are not eligible.
 - Credit Repair: HPRP funds may be used for services that assist program participants with skills related to household budgeting, money management, accessing a free credit report, and resolving personal credit issues.
- **Data Collection and Evaluation**
 - Data Collection: Data collection and reporting must be conducted through HMIS or a comparable client-level database. Reasonable and appropriate costs associated with

operating an HMIS for purposes of collecting and reporting data required under HPRP and analyzing patterns of use of HPRP funds are eligible. These costs include:

- HMIS software purchases and user licenses,
- Leasing or purchasing needed computer equipment for providers and the central server,
- Costs associated with data collection, entry, and analysis,
- Staffing associated with the operation of HMIS.

Ineligible Data Collection costs include planning and development of HMIS systems, development of new software systems, and replacing state and local government funding for an existing HMIS. Only those jurisdictions that do not have an HMIS already implemented can use these funds for HMIS implementation or start-up.

- Evaluation: HPRP funds are eligible for costs to the grantee of participating in HUD research and evaluation of the program.
- **Administrative Costs**: No more than 5% of the total HPRP grant may be spent on administrative costs. All administrative costs must be incurred, and all funds for administrative costs must be drawn down, prior to the 3-year deadline. Allowable administrative costs include:
 - Pre-award administrative costs: Costs associated with preparing the application for submission to HUD, starting with the publication of program guidance and ending with the submission of the Substantial Amendment and any subsequent revisions. This includes, but is not limited to, staff costs for preparing the substantial amendment and publication, other costs related to the public comment process, and other costs associated with participating in HUD-sponsored HPRP training.
 - Accounting for the use of grant funds
 - Preparing reports for submission to HUD
 - Obtaining program audits
 - Similar costs related to administering the grant after the award,
 - Grantee and subgrantee staff salaries associated with these administrative costs,
 - Training for staff who administer the program or case managers who will serve program participants, as long as this training is directly related to learning about HPRP.

Ineligible Administration costs include the costs of issuing financial assistance, providing housing relocation and stabilization services, or carrying out eligible data collection and evaluation activities. These costs should be included in one of the other activity categories.

INELIGIBLE ACTIVITIES: The following costs cannot be funded with HPRP funds:

- Activities that can be funded with other Recovery Act program funds, such as employment training or child care,
- Mortgage costs or other expenses needed by homeowners for fees, taxes, or other costs of refinancing a mortgage,
- Construction or rehabilitation,
- Credit card bills or consumer debt,
- Car repair or transportation costs,
- Travel costs,

- Food,
- Medical or dental care or medicines,
- Clothing and grooming costs,
- Home furnishings,
- Pet care,
- Entertainment activities,
- Work or education-related materials,
- Cash assistance to program participants,
- Discharge planning initiatives,
- Certifications, licenses, and other general training costs not specific to HPRP program operations,

Programs may not charge fees to program participants. Funds must be issued directly to the appropriate third party, such as the landlord or utility company, not directly to program participants.

PROGRAM ELIGIBILITY:

HUD has provided for discretion at the local level in determining who is most in need of HPRP program support. It is not expected that all program participants will experience the same level of need or receive the same level of support.

In order to receive HPRP services, individuals and families – whether homeless or housed – must meet the following **minimum criteria:**

- Individual or household must have an initial consultation with a case manager or authorized representative who can determine the appropriate level of assistance.
- Individual or household must be at or below 50% of Area Median Income.
- Individual or household must be either homeless or at risk of losing its housing and 1) has not identified appropriate subsequent housing options and 2) lacks financial resources and support networks to identify immediate housing or remain in existing housing.

Prevention Assistance: Funds should target those at greatest risk of homelessness. Would they be homeless *but for* this assistance? HUD recommends considering the following risk factors when determining which households should receive which levels of assistance and whether or not households can be reasonably expected to transition off of the program at the end of the designated term:

- Eviction within two weeks from a private dwelling (including housing provided by friends or family)
- Discharge within two weeks from an institution in which the person has been a resident for more than 180 days (including prisons, mental health institutions, hospitals, etc.)
- Residency in a dwelling that has been condemned by housing official and is no longer meant for human habitation
- Sudden and significant loss of income
- Sudden and significant increase in utility costs
- Mental health and substance abuse issues
- Physical disabilities and other chronic health issues, including HIV/AIDS
- Severe housing cost burden (greater than 50% of income)

- Homeless in the past 12 months
- Young head of household (under 25 with children or pregnant)
- Current or past involvement with child welfare, including foster care
- Pending foreclosure of rental housing
- Extremely low income (less than 30% of AMI)
- High overcrowding (the number of persons exceeds health and/or safety standards for the housing unit size)
- Past institutional care
- Recent traumatic life event, such as the death of a spouse or caregiver, or recent health crisis, that prevented the household from meeting financial responsibilities
- Credit problems that preclude obtaining housing
- Significant amount of medical debt

Rapid Re-Housing Assistance: Rapid re-housing assistance is available for persons who meet the minimum criteria (above) AND are homeless according to HUD's definition:

- Sleeping in an emergency shelter or in a place not meant for human habitation (car, park, abandoned building, sidewalk, etc.)
- Staying in a hospital or institution for up to 180 days but was sleeping in an emergency shelter or other place not meant for human habitation immediately prior to entry into that institution.
- Graduating from or timing out of a transitional housing program.
- **Victim of domestic violence**

Rapid Re-housing programs include short- or medium-term rental assistance and services for households who have barriers to housing, but who are likely to sustain housing after the subsidy ends. The assessment process is very important for determining potential participants, their level of need, other resources available to them, and their appropriateness for the program. The HPRP Rapid Re-Housing program is not subject to the same requirements as the Rapid Re-Housing Demonstration Project in the 2008 Continuum of Care Competition. HPRP can be used for individuals (not just families), can be awarded for any number of months (up to 18), and does not require centralized intake or a community-wide screening tool (although both are recommended by HUD).