

## EXHIBIT 1



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
Executive Office of Commerce (EOC)  
Office of Housing and Community Development (OHCD)  
One Capitol Hill, 3<sup>rd</sup> Floor  
Providence, RI 02908-5873

June 28, 2017

Vanessa Volz  
Executive Director  
Sojourner House  
386 Smith Street  
Providence, RI 02908

Dear Vanessa:

It is my pleasure to inform you that Sojourner House's A Place Called Home has tentatively been selected to receive the following grant awards from the Rhode Island Consolidated Homeless Fund (CHF). These awards represent the entire allocation from the CHF and may be divided among one or more sources, depending on the size and nature of the awards as detailed below:

Programs	HRC	Title XX	State ESG	Providence ESG	Pawtucket ESG	Woonsocket ESG	Total All Sources
Safe House/Emergency Shelter						\$20,000	\$20,000
The THEIA Project	\$20,000						\$20,000
Rapid Rehousing Project	\$59,459						\$59,459
Total	\$79,459					\$20,000	\$99,459

ESG funds provided by entitlement cities (Pawtucket, Providence and Woonsocket) are subject to final approval by their authorizing body. These tentative grant awards are further contingent upon federal, state, and municipal funding; compliance with federal, state, and municipal contracts; completion of a successful contracting session with the CHF Partnership; and compliance with CHF Policies and Procedures.

**Without written extensions approved by the CHF, any awarded funds not expended and fully drawn by 6/30/2018 will be automatically de-obligated.** Please note that these tentative allocations are also subject to receipt of the following materials by no later than July 10, 2017:

- a revised detailed budget for the award amount showing how expenses will be allocated among all the various funding sources.


*A Woonsocket  
shelter*

Upon receipt, this information will be reviewed for completeness and acceptability. Other special conditions which must be satisfied include:

- The amount awarded for the Rapid Rehousing Program is a six-month allocation (for the period of July 1, 2017-December 31, 2017). At the conclusion of the six-month period, Sojourner House will have the opportunity to request additional funds, if needed to complete the program year.
- The majority of funds (70%) spent on the Rapid Rehousing Program must be spent on direct client assistance (rental subsidies and/or security deposits).

If approved, a contract(s) will be prepared, with the appropriate municipalities and/or the State of Rhode Island, detailing program requirements for execution. Please contact Pheamo R. Witcher, Principal Planner at 401-222-4494, with any questions.

Congratulations, on your grant award. The CHF Partnership is looking forward to working with Sojourner House in the upcoming year as we work towards ending homelessness in the State of Rhode Island.

Sincerely,  


Michael Tondra  
Chief, Office of Housing and Community Development &  
Consolidated Homeless Fund Partnership Representative



## EXHIBIT 2



CITY OF WOONSOCKET, RHODE ISLAND  
DEPARTMENT OF PLANNING & DEVELOPMENT

- m1 copy  
- original  
mailed  
11/7/17

email: [ccarcifero@woonsocketri.org](mailto:ccarcifero@woonsocketri.org)  
401-767-9232

November 3, 2017

Ms. Vanessa Volz, J.D.  
Executive Director  
Sojourner House  
386 Smith Street  
Providence, RI 02908

RE: Program: Services for victims of Domestic Violence  
**Award: \$15,000**

Dear Ms. Volz:

September 12, 2017, the Department of Housing & urban Development authorized the City of Woonsocket's 2017/2018 Annual Action Plan (CDBG). Within that plan is the programmatic disbursement of the City of Woonsocket's FY2017/2018 Community Development Block Grant, HOME Investment Partnership Grant, and the Emergency Solutions Grant.

The above referenced program was approved for funding and has been included in the Annual Action Plan. The distribution of the funds is contingent upon the final submittal of documentation to the US Department of Housing and Urban Development and the execution of a subrecipient agreement. Programs are scheduled to begin July 1, 2017; however, HUD has indicated that their approval has been delayed. An amended start date will be November 6, 2017.

Please note, if the award is different from the amount submitted in the application budget, **you will need to submit a new budget**. In the interim, please do not hesitate to call me with your questions or concerns.

I look forward to working with you in your efforts to build a stronger community.

Sincerely,

Christopher V. Carcifero MUAP, MA, AICP, LEED AP, RA  
Deputy Director Housing & Community Development  
Federal Administrator

## EXHIBIT 3



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
AGREEMENT BETWEEN  
the CITY OF WOONSOCKET, RHODE ISLAND  
and  
Sojourner House  
for  
Transitional and Permanent Housing for Homeless Women  
For the Program Year July 1, 2017 to June 30, 2018  
(Amended for November 6, 2017 – September 30, 2018)

THIS AGREEMENT, entered on the date of signature below by and between the City of Woonsocket, Rhode Island (herein called the "Grantee") and Sojourner House, (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds upon Grantee receipt of funds from HUD;

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

**A. Activities**

The Subrecipient will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the activities detailed in the Subrecipient's application attached as "Exhibit A" and eligible under the CDBG program and summarized below:

**Program Delivery**

Provide 24-hour supervised support services for women and children which includes and is not limited to one on one support, group support, child care, expressive arts programs, financial literacy training and Camp Eureka for children

**B. National Objectives**

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.\*

The Subrecipient certifies that the activity (ies) carried out under this Agreement will benefit low- and moderate-income persons.

**C. Levels of Accomplishment – GOALS and Performance Measures**

Provide long term transitional and support services to women and children who are homeless due to addictions, battering, mental health issues and poverty.

The Subrecipient agrees to provide the following levels of program services:

**Activity Units per Month Total Units/Year**

10 /120 (women & children)



**D. Staffing**

Staffing and salaries are not in the budget.

**E. Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of November 6, 2017 and end on the 30<sup>th</sup> day of September, 2018 (Amended). The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET - as detailed in Subrecipient's program budget attached as "Exhibit B"**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$15,000. Draw-downs for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee, The City of Woonsocket, Rhode Island Christopher V Carcifero	Subrecipient, Vanessa Volz, Executive Director
Grantee Address: City Hall, 169 Main Street PO Box B	386 Smith Street
Woonsocket, RI 02895	Providence, RI 02908
401-762-9232	401-861-6191
401-766-9312	401-861-6157
ccarcifero@woonsocketri.org	vvolz@sojournerri.org
	Fed. I.D. #05-0370419 Duns #861354978

**VI. SPECIAL CONDITIONS**

No special conditions required.

**VII. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. "Independent Contractor"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

**C. Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

**D. Workers' Compensation**

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

**E. Insurance & Bonding**

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

**F. Grantee Recognition**

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**G. Amendments**

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

**H. Suspension or Termination**

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## **VIII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

#### **2. Retention**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

#### **3. Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

#### **4. Disclosure**

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

## 5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

## 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

## C. Reporting and Payment Procedures

### 1. Program Income

The Subrecipient shall report [insert frequency of reports, e.g., "monthly"] all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

### 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

### 3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

### 4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

## D. Procurement

### 1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

### 2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

### 3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

#### E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

#### IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the

requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### X. PERSONNEL & PARTICIPANT CONDITIONS

##### A. Civil Rights

##### 1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

##### 2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

##### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and

entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

#### B. Affirmative Action

##### 1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

##### 2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

##### 3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

##### 4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

##### 5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

##### 6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

#### C. Employment Restrictions

##### 1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

##### 2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable

Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### 3. "Section 3" Clause

#### a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

#### b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

#### c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### D. Conduct

##### 1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

##### 2. Subcontracts

###### a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

###### b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

###### c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

###### d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

##### 3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

##### 4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

##### 5. Lobbying

The Subrecipient hereby certifies that:



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

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

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

Date 11-1-2017

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

By [Grantee] Print N. DAVID BOULEY

(signature) N. David Bouley Date 11-01-2017  
Chief Elected Official or Executive Officer

Witness Christopher V. Caruso Date 11-1-2017

By [Subrecipient] Print VANESSA VOIZ

(signature) [Signature] Date 11/6/17  
Director or Authorized Agent

Witness [Signature] Date 11/6/17

## EXHIBIT 4



**CITY OF WOONSOCKET, RHODE ISLAND**  
DEPARTMENT OF PLANNING & DEVELOPMENT

January 4, 2018

Ms. Vanessa Volz J.D., Esq.  
Executive Director  
Sojourner House  
386 Smith Street  
Providence, Rhode Island 02908

Dear Ms. Volz:

SUBJECT: Mandatory Onsite Inspections Pertaining to Emergency Solutions Grant Funding

On October 6 and November 21, 2017, the Planning Department from the City of Woonsocket conducted site visits pertaining to the Emergency Solutions Grant Program (ESG) to assess compliance and performance with applicable Federal program regulations and requirements. Facility/program performance was assessed through two (2) thorough onsite inspections. The purpose of this letter is to transmit the City of Woonsocket's monitoring report which provides the details of the city's review.

The enclosed report contains **four (4) findings** with required Corrective Actions. Please provide a written response within **thirty (30) calendar days** of the date of this letter. The response will be sent to the Planning Department/Deputy Director of Housing and Community Development/ Federal Administrator.

Sincerely,

*Christopher V. Carcifero*

Christopher V. Carcifero MUAP, MA, AICP, LEED AP, RA  
Deputy Director of Housing and Community Development  
Federal Administrator  
City of Woonsocket

## **Overview**

Monitoring is the principal means by which the City of Woonsocket ensures that programs and technical areas are carried out efficiently, effectively and that the programs comply with applicable laws and regulations. It assist sub-recipients in improving their performance, developing or increasing capacity and augmenting their management and technical skills. Also it provides a method for staying abreast of the efficacy of City (entitlement) administered programs/activities and technical areas which are funded by the City through the Department of Housing & Urban Development. Monitoring is not limited to a one-time review but is meant to be an ongoing process that assesses the quality of a sub-recipient's performance over a period involving continuous communication and evaluation. In determining which sub-recipients will be monitored, the City uses a risk based approach to rate sub-recipients, programs/activities and functions, including assessing the city's exposure to fraud, waste and mismanagement. This process not only assist the City in determining which sub-recipients to monitor, but also identifies which programs/activities and functions will be reviewed. Areas reviewed may result in the identification of findings, concerns or exemplary practices.

Date(s) Monitoring Conducted: October 6 and November 21, 2017

Type on Monitoring: On-site (Facilities)

## **SUMMARY OF RESULTS AND CONCLUSIONS**

This report details the results of the monitoring review; it identified multiple instances of noncompliance in the areas reviewed and contains four (4) Findings. A Finding is identified as a deficiency within the agency and its program(s)/activity(ies) performance based on a statutory, regulatory or program/activity requirement for which sanctions or other corrective actions are authorized. Required corrective actions are identified for all Findings. Findings will be responded to within **thirty (30) calendar days** of this report.

### **The following area(s) were reviewed:**

The Emergency Solutions Grant (ESG) and Community Development Block Grant programs review focused on Emergency Shelter Requirements, National Objectives, Eligibility/Compliance and program capacity.

**Finding 1:** Lack of Institutional Compliance

**Condition:** The City has performed two (2) mandatory inspections, required by the Department of Housing and Urban Development before any contracts/MOU/MOA's, are signed into. **A third inspection is still required** before a final Decision/Approval is made by the Deputy Director of Housing and Community Development/Federal Administrator on behalf of the City of Woonsocket.

**Cause:** Sojourner House Inc. has not complied and is in violation with the Healthy Homes Repair Cost Assistance/Mortgage Modification/Loan Modification/ten (10) Year Period (Affordability Period) agreement signed on November 4, 2009 and amended on April 23, 2010. This is attributed to Board of Directors/Senior Management Oversight, Staff Capacity and Program Oversight. In 2010-2011 the current Executive Director assumed leadership of Sojourner House Inc. and all of the agencies programming. From that time up to the present date, the facility at [REDACTED] has been allowed to dilapidate in condition beyond the normal wear and tear and no preventive maintenance was being administered. On May 17, 2017 a site visit was conducted by the City of Woonsocket and the Department of Housing & Urban Development (HUD). The inspection was ended abruptly because of interference from Sojourner House Inc. and this was noted by HUD. **HUD has made it known to the City of Woonsocket to closely monitor the site and to take any action necessary.**

**Effect:** CDBG/ESG funds in the past were awarded and used for shelter operations/programming. Sojourner has not displayed how funds are specifically utilized to address the needs of the facility and residents. The City has a concern with funds being utilized in undefined service areas. It is evident that Sojourner House Inc. has not shown combined/contributed additional funding sources to lend to this site for preventive maintenance/continued improvements and rehabilitation to this facility for the safety and well being of its residents.

**Criteria:** According to 24 CFR 570.201 (d) (1,2); 24 CFR 570.403 (b) (1,3,4,7,8,11); 24 CFR 570.407 (1,2); 24 CFR 570.501(a) (1,2,3) (b) (I II, III, IV, V, VI, VII) (2,3,4,5,6,7,8,9)(c), Sojourner House Inc. is in violation of minimum housing standards pertaining to Shelter and Housing Standards.

**Required Corrective Action 1:** The City **will suspend effective immediately**, Sojourner House's participation in the PY 2017-2018 Community Development Block Grant (CDBG) program (previously awarded for social services to be located at [REDACTED] and participation in the PY 2017-2018 Emergency Solutions Grant (ESG) program (previously awarded and pertaining to shelter operations [REDACTED]) and all associated activities until further notice by the City of Woonsocket. The City of Woonsocket **reserves the right move forward on a De-Obligation of CDBG/ESG funding and to seek/demand repayment of the Healthy Homes Repair Cost Assistance in the amount of \$14,904.50 (signed documentation in 2009/2010) along with the cost brought on by the inspections and additional administration/over-site through the Planning Department.**

**Finding 2:** Violation of the **Healthy Homes Repair Cost Assistance Program** signed into on November 4, 2009, amended on April 23<sup>rd</sup>, 2010.

**Condition:** The City of Woonsocket has reviewed the Healthy Homes Repair Cost Assistance Program/Mortgage Modification/Loan Modification/ten (10) Year Period (Affordability Period) agreement (contract), Sojourner House Inc. signed into dating back to November 4, 2009 and amended/modified on April 23, 2010 agreement. Sojourner House Inc. is in violation of regulations set by the Department of Housing & Urban Development and the City of Woonsocket and the City of Woonsocket.

**Cause:** Sojourner House Inc. has not complied and is in violation with the Healthy Homes Repair Cost Assistance agreement signed/amended on April 23, 2010. This is attributed to Board of Directors/Senior Management Oversight, Staff Capacity and Program Oversight. In 2010-2011 the current Executive Director assumed leadership of Sojourner House Inc. and all of the agencies programming. From that time up to the present date, the facility at [REDACTED] **has been allowed to dilapidate in condition** beyond the normal wear and tear and no preventive maintenance was being administered **over the last seven (7) years.**

**Effect:** There was a disregard for the Healthy Homes Repair Cost Assistance Program along with the Consolidated Homeless Fund Policies & Procedures Manual, which spells out the terms for safe, minimum housing standards that govern Homeless Shelters/Facilities. Sojourner House Inc. was awarded and received \$17,500 in funding in calendar year 2015. An inspection was performed in April 17, 2015 by a staff member of a housing non-profit (NWBRV). This individual at the time was not and still is not qualified to perform such inspections. The State (Division of Planning/Department of Community Development) has been notified that they are no longer allowed to dispatch individuals for inspections to homeless shelters/facilities located in Woonsocket. All inspections will be conducted by the City of Woonsocket's Planning Department/Minimum Housing Division. Sojourner House Inc. had inspections to 2 facilities within the City of Woonsocket ([REDACTED]) at that time (4-17-2015).

**Criteria:** Sojourner House Inc. failed 6 of the 11 criteria under the State of Rhode Island Consolidated Homeless Fund Policies and Procedures Manual, Section 6 (page 24) "Shelter and Housing Standards (CFR 576.403) and Section 7 (page 24 - 25) "Additional RI Statewide Emergency Homeless Shelter Standards" in the initial inspection and should have not passed an inspection in April of 2015. The Executive Director at the time of the first and second inspections claimed the facility in question had never been inspected. Documentation was discovered to show an inspection was conducted in 2015.

## **Section 6**

- **Structure and materials.** The building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents.
- **Space and security.** Except where the building is intended for day use only, the building must provide each program participant in the building with an acceptable place to sleep and adequate space and security for themselves and their belongings.
- **Interior air quality.** Each room or space within the building must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.



- Thermal environment. The building must have any necessary heating/cooling facilities in proper operating condition.
- Illumination and electricity. The building must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the building.
- Fire safety. There must be at least one working smoke detector in each occupied unit of the building. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.

## **Section 7**

- Health and Safety- The facility shall comply with applicable local/state zoning, building, electrical, plumbing, fire, environmental, health and safety codes. The facility shall utilize spaces in which furniture, appliances, heating/cooling units, walls, floors, roof, windows, lighting and plumbing are safe and fit for their intended purpose. The facility will be clean and in good repair. Facilities will provide an environment free from all pests.
- Shelter Beds - Shelters will provide a bed, mat or crib for each guest except in extenuating "overflow" conditions and based on size and/or type of shelter. The shelter will provide and maintain safe sleeping areas. All beds, cots and cribs will meet current safety standards and be in good working condition.
- Emergency Manual -The shelter will provide for safety and security including the development and maintenance of an emergency manual, which outlines:
  - Emergency procedures for disaster and/or violence related evacuation;
  - Accountability for all persons in case of an emergency;
  - Emergency procedures for communicable diseases;
  - Procedures for individual emergencies including health or mental health emergencies;
  - Emergency contacts and phone numbers;
  - Location of utility shutoff sites such as water, electric and gas.
  - Regular safety inspections and evacuation drills shall be conducted.

**Required Corrective Action 1:** Sojourner House Inc. has participated in 2 inspections and **still has not been given a final approval** by the City of Woonsocket. Sojourner House Inc. is responsible for setting up another inspection. Compliance and Capacity will need to be demonstrated in order for the City to grant full approval.

**Required Corrective Action 2: Mandatory inspection of** [REDACTED] **will need to** be scheduled with the Planning Department immediately.

**Finding 3:** Facilities Management/Maintenance Plan and a Fire/Life Safety Plan are required.

**Condition:** During the City's site visit on October 6 and November 21, 2017, the City performed a mandatory inspection with a follow up inspection which included the exterior/perimeter of the property along with a complete inspection of the interior spaces throughout the facility. **Without mandatory inspections**, the facility at [REDACTED] would still be in **disrepair**.

**Cause:** Sojourner House Inc. has displayed no institutional compliance and no capacity through the lack of facilities management.

**Effect:** The City reserves the right to withhold, **suspend and de-obligate** any and all funding that may be considered, previously awarded and already being drawn down, along with having the right to demand re-payment of all funds for the particular program year.

**Criteria:** According to 24 CFR 570.201 (d) (1,2); 24 CFR 570.403 (b) (1,3,4,7,8,11); 24 CFR 570.407 (1,2); 24 CFR 570.501(a) (1,2,3) (b) (I II, III, IV, V, VI, VII) (2,3,4,5,6,7,8,9)(c), Sojourner House Inc. is in violation of minimum housing standards pertaining to Shelter and Housing Standards and the State of Rhode Island Consolidated Homeless Fund Policies and Procedures Manual, Section 6 (page 24) "Shelter and Housing Standards (CFR 576.403) and Section 7 (page 24 - 25) "Additional RI Statewide Emergency Homeless Shelter Standards".

**Required Corrective Action 1:** Sojourner House Inc. will need to present to the Planning Department a Facilities Management/Maintenance Plan and a Fire/Life Safety Plan that will be compliant with all Department of Housing and Urban Development/CDBG regulations, all State of Rhode Island Consolidated Homeless Fund Policies and Procedures and all applicable Building/Fire/Life Safety codes, rules and regulations governed by the State of Rhode Island and the City of Woonsocket.

**Finding 4:** Social Services Plan for Residents Internally and Coordination with outside Agencies

**Condition:** When the City performed two (2) mandatory inspections, Residents were not informed of the inspections to be conducted. The inspection of the bedrooms had to be conducted while residents were still present and at times still in bed (2<sup>nd</sup> inspection). It was noticeable that there was little interaction with staff and residents along with a plan to assist residents on moving forward through additional services. There looked to be a lack of services provided to assist residents with the recovery process and moving towards greater self-sufficiency.

**Cause:** Sojourner House Inc. has displayed a lack of complimenting services for residents to participate in for personal growth and self sufficiency. There is no evidence of interaction between staff and residents along with coordinating services from outside agencies. No institutional compliance and no capacity through the lack of facilities management.

**Effect:** The City reserves the right to withhold, **suspend and de-obligate** any and all funding that may be considered/previously awarded\_(ESG & CDBG Contracts/Memorandum of Understanding/Agreement).

**Criteria:** According to I. SCOPE OF SERVICE (CDBG MOU)

**E. Performance Monitoring:**

"The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated."

**H. Suspension or Termination**

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and **HUD guidelines, policies or directives** as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. **Ineffective** or improper use of funds provided under this Agreement;

**Required Corrective Action 1:** Sojourner House Inc. will need to present to the Planning Department a plan to demonstrate how services are provided/offered to residents and how growth is exhibited within the program and individually for the residents. Sojourner House Inc. will also need to demonstrate community partnerships and how they are utilized to expand services.