

Housing Authority

Award of Agreement for Contract Services for Eligibility Screening Services for the Homelessness Prevention and Rapid Re-housing Program

November 17, 2010

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BACKGROUND:

Homelessness Prevention and Rapid Re-housing Program (HPRP) is funded by the U.S. Department of Housing and Urban Development (HUD) and sponsored locally by the Riverside County Economic Development Agency (EDA).

The Homeless Prevention and Rapid Re-housing Program (HPRP) is a temporary program designed to assist households who are homeless or would be homeless, without the assistance of this program. Services are targeted to households experiencing a temporary housing crisis and are likely to sustain stable housing. The Housing Authority administers HPRP on behalf of the EDA. As the program administrator, the Housing Authority is responsible for screening applicants, issuing financial assistance on behalf of HPRP participants, and providing housing case management.

The Housing Authority released a Request for Proposal to provide hotline screening services with a closing date of August 16, 2010. Five eligibility screening firms submitted proposals; the proposals were evaluated and ranked by a review panel. The Volunteer Center's 211 Riverside County program was selected.

The Volunteer Center's 211 Riverside County program will provide a single point, centralized telephone-based intake service using standardized procedures and tools to conduct first level screening and/or referral to other community services. Services will be available Monday through Friday, 8am – 5pm and will be in accordance with the Substantial Amendment to the 2008-2009 One-Year Action Plan of the County of Riverside 2004-2009 Consolidated Plan for the HPRP.

County Counsel has reviewed the agreement for contract services and certifies it to be appropriate in form. Housing Authority staff recommends that the Board of Commissioners approve the attached agreement.

- 1
- 2 i. Call center with space for one or more phone workers.
- 3 ii. Field 50-500 general inquiry calls per day during regular business hours
- 4 which are defined as Monday through Friday, 8 am – 5 pm.
- 5 iii. Provide general HPRP program information and referrals to other
- 6 community sponsored rental assistance programs as appropriate.
- 7 iv. Conduct first level screening and refer qualified candidates to the
- 8 AUTHORITY's HPRP team for further assessment. The first level
- 9 screening tool will consist of five-to-eight critical questions that will be
- 10 used to determine if the household is an acceptable candidate for HPRP
- 11 services. Such questions include source of income, nature of housing
- 12 emergency, County residency, homeless status, etc.
- 13 v. Assist with program marketing including but not be limited to email
- 14 blasts to CONTRACTOR'S contacts countywide, on-hold
- 15 announcements while waiting for 211 operator, public service
- 16 announcements on local radio stations, an advertisement banner on
- 17 211riversidecounty.org, inclusion on flyer handouts and signs for
- 18 community events and fairs that CONTRACTOR participates in, and a
- 19 slide presentation to put on available city television stations.
- 20 vi. All marketing materials regarding HPRP shall contain the following
- 21 language: "A program administered by the Housing Authority of the
- 22 County of Riverside on behalf of the Riverside County Economic
- 23 Development Agency."
- 24 vii. CONTRACTOR shall provide AUTHORITY with weekly call reports
- 25 including total number of calls received, total pre-screening interviews,
- 26 completed and number of eligible callers referred to AUTHORITY.

27 b. AUTHORITY RESPONSIBILITIES

- 28 i. AUTHORITY shall provide CONTRACTOR with a Call Script

1 (Attachment "A") and Call Tracking Sheet (Attachment "B").

- 2 ii. AUTHORITY shall provide the CONTRACTOR with HPRP program
3 information including but not limited to flyers, program eligibility guides,
4 application materials, and informational briefs.
- 5 iii. AUTHORITY shall provide HPRP training to CONTRACTOR's staff on
6 HPRP eligibility guidelines, services, call center script and the pre-
7 qualification process.
- 8 iv. AUTHORITY shall designate an employee to staff the
9 "warm referral" transfer line during the hours of 8 am – 5 pm, Monday
10 through Thursday.
- 11 v. AUTHORITY shall issue a purchase order and purchase order number to
12 CONTRACTOR upon execution of this AGREEMENT.

13 2. TERM

- 14 a. CONTRACTOR shall, unless terminated earlier or canceled as provided herein,
15 commence the period of performance of this Agreement as of the date of this
16 Agreement and end December 31, 2011.
- 17 b. Notwithstanding the term stated above, this AGREEMENT shall be limited to a
18 maximum expenditure of \$101,436 where costs are incurred on mutually agreed
19 upon price of \$8,453 per month. This AGREEMENT shall terminate by its own
20 terms if and when \$101,436 of costs has been incurred.

21 3. EXTENSION

- 22 a. Upon mutual agreement, the AUTHORITY and CONTRACTOR may extend
23 this Agreement for one (1) consecutive year, renewable in quarterly or a one year
24 increment.
- 25 b. Each agreement shall be negotiated and agreed to by and between AUTHORITY
26 and CONTRACTOR but the value of each extension shall not exceed \$101,436.
- 27 c. The Executive Director of the AUTHORITY shall have the delegated authority
28 to negotiate the one year extension under the terms and conditions stated above.

1 4. COMPENSATION

- 2 a. CONTRACTOR assumes full responsibility for the performance of all work
3 described in the Scope of Services herein for which AUTHORITY will pay
4 CONTRACTOR the monthly fee of Eight Thousand Four Hundred Fifty-Three
5 and 00/100 dollars (\$8,453) per month. In no event shall the cumulative sum of
6 the twelve month contract exceed \$101,436.
- 7 b. Said prices shall include all of CONTRACTOR'S costs such as materials, wages,
8 and related labor costs; supervision; CONTRACTOR's insurance and bond; and
9 other associated costs.
- 10 c. Monthly fee is based on an average monthly call volume of 2,000 calls per
11 month. If at any time during the contract period the average call volume drops
12 below or rises above the anticipated call volume by 10% for three (3)
13 consecutive months the AUTHORITY and /or CONTRACTOR may request an
14 adjustment to the monthly fee.

15 5. INVOICING AND BILLING

- 16 a. CONTRACTOR shall invoice AUTHORITY for actual work performed and
17 costs incurred on the last working day of each month.
- 18 b. AUTHORITY shall make payments to CONTRACTOR within 15 calendar days
19 following receipt of an invoice. Payment will not be rendered if there is a
20 deficiency in the invoice or in the Scope of Services per the terms of this
21 AGREEMENT.
- 22 c. AUTHORITY shall not advance any funds for call center services.
- 23 d. Invoices shall contain a minimum of the following information:
- 24 i. Invoice number and date;
- 25 ii. Remittance address;
- 26 iii. AUTHORITY'S purchase order number;
- 27 iv. Invoice total; and
- 28 e. The invoice shall be sent to:

1 Housing Authority of the County of Riverside

2 Attention: HPRP Program Administrator

3 5555 Arlington Avenue

4 Riverside, CA 92504-2506

5 6. SERVICE DEFICIENCIES

- 6 a. The parties enter into this AGREEMENT as a mutually beneficial relationship.
7 Should CONTRACTOR fail to complete the services in a professional manner as
8 required herein, AUTHORITY shall notify CONTRACTOR in writing of any
9 such deficiencies. CONTRACTOR shall correct deficiencies within five (5) days
10 of said written notice or this AGREEMENT shall terminate immediately and in
11 concurrence with Section 10, herein.

12 7. INDEPENDENT CONTRACTOR

- 13 a. AUTHORITY retains CONTRACTOR on an independent contractor basis.
14 CONTRACTOR is not, and shall not be considered to be in any manner, an
15 employee or agent of the AUTHORITY. Personnel performing the services
16 under this AGREEMENT on behalf of CONTRACTOR shall at all times be
17 under CONTRACTOR's exclusive direction and control. CONTRACTOR shall
18 pay all wages, salaries and other amounts due to such personnel in connection
19 with their performance of service and as required by law. CONTRACTOR shall
20 be responsible for all reports and obligations respecting such personnel,
21 including, but not limited to, social security taxes, income tax withholdings,
22 unemployment insurance, and workers' compensation insurance.
23 CONTRACTOR and its employees and agents shall maintain professional
24 licenses required by the laws of the State of California at all times while
25 performing services. CONTRACTOR, its agents, servants, employees and
26 subcontractors, shall not in any manner incur or have the power to incur any
27 debt, obligation, or liability against the AUTHORITY.

28 8. INDEMNIFICATION

- 1 a. CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County
2 of Riverside, its Agencies, Districts, Special Districts and Departments, their
3 respective directors, officers, Board of Supervisors, elected and appointed
4 officials, employees, agents and representatives from any liability whatsoever,
5 based or asserted upon any services of CONTRACTOR, its officers, employees,
6 subcontractors, agents or representatives arising out of or in any way relating to
7 this AGREEMENT, including but not limited to property damage, bodily injury,
8 or death or any other element of any kind or nature whatsoever arising from the
9 performance of CONTRACTOR, its officers, agents, employees, subcontractors,
10 agents or representatives from this AGREEMENT. CONTRACTOR shall
11 defend, at its sole expense, all costs and fees including, but not limited, to
12 attorney fees, cost of investigation, defense and settlements or awards,
13 AUTHORITY, County of Riverside, its Agencies, Districts, Special Districts and
14 Departments, their respective directors, officers, Board of Supervisors, elected
15 and appointed officials, employees, agents and representatives in any claim or
16 action based upon such alleged acts or omissions.
- 17 b. With respect to any action or claim subject to indemnification herein by
18 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use
19 counsel of their own choice and shall have the right to adjust, settle, or
20 compromise any such action or claim without the prior consent of
21 AUTHORITY; provided, however, that any such adjustment, settlement or
22 compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S
23 indemnification to AUTHORITY as set forth herein.
- 24 c. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR
25 has provided to AUTHORITY the appropriate form of dismissal relieving
26 AUTHORITY from any liability for the action or claim involved.
- 27 d. The specified insurance limits required in this AGREEMENT shall in no way
28 limit or circumscribe CONTRACTOR'S obligations to indemnify and hold

1 harmless AUTHORITY herein from third party claims.

- 2 e. In the event there is conflict between this clause and California Civil Code
3 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
4 Such interpretation shall not relieve CONTRACTOR from indemnifying
5 AUTHORITY to the fullest extent allowed by law.

6 9. INSURANCE

- 7 a. Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall
8 maintain in force at all times during the performance of this AGREEMENT,
9 insurance policies evidencing coverage during the entire term of the
10 AGREEMENT as follows:

11 i. Workers' Compensation: If CONTRACTOR has employees as defined
12 by the State of California, CONTRACTOR shall maintain Workers'
13 Compensation Insurance (Coverage A) as prescribed by the laws of the
14 State of California. Policy shall include Employers' Liability (Coverage
15 B) including Occupational Disease with limits not less than \$1,000,000
16 per person per accident. Policy shall be endorsed to waive subrogation in
17 favor of the AUTHORITY and County of Riverside; and, if applicable, to
18 provide a Borrowed Servant/Alternate Employer Endorsement.

19 ii. Commercial General Liability: Commercial General Liability insurance
20 coverage, including, but not limited to, premises liability, contractual
21 liability, completed operations, personal and advertising injury covering
22 claims which may arise from or out of CONTRACTOR'S performance of
23 its obligations hereunder. Policy shall name the AUTHORITY, County of
24 Riverside, special districts, their respective directors, officers, Board of
25 Supervisors, elected officials, employees, agents or representatives as an
26 Additional Insured. Policy's limit of liability shall not be less than
27 \$1,000,000 per occurrence combined single limit. If such insurance
28 contains a general aggregate limit, it shall apply separately to this

1 AGREEMENT or be no less than two (2) times the occurrence limit.

2 iii. Vehicle Liability: If CONTRACTOR'S vehicles or mobile equipment
3 are used in the performance of the obligations under this AGREEMENT,
4 CONTRACTOR shall maintain liability insurance for all owned, non-
5 owned or hired vehicles in an amount not less than \$1,000,000 per
6 occurrence combined single limit. If such insurance contains a general
7 aggregate limit, it shall apply separately to this AGREEMENT or be no
8 less than two (2) times the occurrence limit.

9 iv. Professional Liability: CONTRACTOR shall maintain Professional
10 Liability Insurance providing coverage for performance of work included
11 within this AGREEMENT, with a limit of liability of not less than
12 \$1,000,000 per occurrence and \$1,000,000 annual aggregate. If
13 CONTRACTOR'S Professional Liability Insurance is written on a claims
14 made basis rather than an occurrence basis, such insurance shall continue
15 through the term of this AGREEMENT. Upon termination of this
16 AGREEMENT or the expiration or cancellation of the claims made
17 insurance policy CONTRACTOR shall purchase at his sole expense
18 either 1) an Extended Reporting Endorsement (also known as Tail
19 Coverage); 2) Prior Dates Coverage from a new insurer with a retroactive
20 date back to the date of, or prior to, the inception of this AGREEMENT;
21 or, 3) demonstrate through Certificates of Insurance that CONTRACTOR
22 has maintained continuous coverage with the same or original insurer.
23 Coverage provided under items; 1), 2) or 3) will continue for a period of
24 five (5) years beyond the termination of this AGREEMENT.

25 b. General Insurance Provisions - All lines:

26 i. Any insurance carrier providing insurance coverage hereunder shall be
27 admitted to the State of California and have an A.M. BEST rating of not
28 less than an A: VIII (A: 8) unless such requirements are waived, in

1 writing, by the AUTHORITY Risk Manager. If the AUTHORITY'S
2 Risk Manager waives a requirement for a particular insurer such waiver
3 is only valid for that specific insurer and only for one (1) policy term.

4 ii. The CONTRACTOR'S insurance carrier(s) must declare its insurance
5 deductibles or self-insured retentions. If such deductibles or self-insured
6 retentions exceed \$500,000 per occurrence, such deductibles and/or
7 retentions shall have the prior written consent of the AUTHORITY Risk
8 Manager before the commencement of operations under this
9 AGREEMENT. Upon notification of deductibles or self insured
10 retentions which are deemed unacceptable to the AUTHORITY, at the
11 election of the AUTHORITY'S Risk Manager, CONTRACTOR'S
12 carriers shall either; 1) reduce or eliminate such deductibles or self-
13 insured retentions as respects this AGREEMENT with the
14 AUTHORITY, or 2) procure a bond which guarantees payment of losses
15 and related investigations, claims administration, defense costs and
16 expenses.

17 iii. The CONTRACTOR shall cause its insurance carrier(s) to furnish the
18 AUTHORITY with 1) a properly executed original Certificate(s) of
19 Insurance and certified original copies of endorsements effecting
20 coverage as required herein; or, 2) if requested to do so orally or in
21 writing by the AUTHORITY Risk Manager, provide original certified
22 copies of policies including all endorsements and all attachments thereto,
23 showing such insurance is in full force and effect. Further, said
24 Certificate(s) and policies of insurance shall contain the covenant of the
25 insurance carrier(s) shall provide no less than thirty (30) days written
26 notice be given to the AUTHORITY prior to any material modification or
27 cancellation of such insurance. In the event of a material modification or
28 cancellation of coverage, this AGREEMENT shall terminate forthwith,

1 unless the AUTHORITY receives, prior to such effective date, another
2 properly executed original Certificate of Insurance and original copies of
3 endorsements or certified original policies, including all endorsements
4 and attachments thereto evidencing coverage and the insurance required
5 herein is in full force and effect. Individual(s) authorized by the
6 insurance carrier to do so on its behalf shall sign the original
7 endorsements for each policy and the Certificate of Insurance.

8 ***CONTRACTOR shall not commence operations until the***
9 ***AUTHORITY has been furnished original Certificate(s) of Insurance***
10 ***and certified original copies of endorsements or policies of insurance***
11 ***including all endorsements and any and all other attachments as***
12 ***required in this Section.***

13 iv. It is understood and agreed by the parties hereto and the
14 CONTRACTOR'S insurance company(s), that the Certificate(s) of
15 Insurance and policies shall so covenant and shall be construed as
16 primary insurance, and the AUTHORITY'S insurance and/or deductibles
17 and/or self-insured retentions or self-insured programs shall not be
18 construed as contributory.

19 v. If, during the term of this AGREEMENT or any extension thereof, there
20 is a material change in the scope of services or performance of work, the
21 AUTHORITY reserves the right to adjust the types of insurance required
22 under this AGREEMENT and the monetary limits of liability for the
23 insurance coverage required herein, if, in the AUTHORITY Risk
24 Manager's reasonable judgment, the amount or type of insurance carried
25 by the CONTRACTOR has become inadequate. CONTRACTOR may
26 terminate this AGREEMENT if it deems that any increase in the amount
27 of insurance required herein is unreasonable.

28 vi. CONTRACTOR shall pass down the insurance obligations contained

1 herein to all tiers of subcontractors working under this AGREEMENT.

2 10. TERMINATION

- 3 a. AUTHORITY may, by written notice to CONTRACTOR, terminate this
4 AGREEMENT in whole or in part at any time, with or without cause. Such
5 termination may be for AUTHORITY'S convenience or because of
6 CONTRACTOR'S failure to perform its duties and obligations under this
7 AGREEMENT including, but not limited to, the failure of CONTRACTOR to
8 timely perform services.
- 9 b. Upon receipt of written Notice of Termination, CONTRACTOR shall
10 discontinue all affected services within seven (7) days of receipt of the notice,
11 unless otherwise directed by the notice, and deliver to the AUTHORITY all data,
12 estimates, graphs, summaries, reports, and other related materials as may have
13 been prepared or accumulated by CONTRACTOR in performance of services,
14 whether completed or in progress.
- 15 c. If the termination is due to the failure of CONTRACTOR to fulfill its obligations
16 under this AGREEMENT, CONTRACTOR shall be compensated for those
17 services which have been completed and accepted by the AUTHORITY. In such
18 case, the AUTHORITY may take over the work and prosecute the same to
19 completion by contract or otherwise. Further, CONTRACTOR shall be liable to
20 the AUTHORITY for any reasonable additional costs incurred by the
21 AUTHORITY to revise work for which the AUTHORITY has compensated
22 CONTRACTOR under this AGREEMENT. Following discontinuance of
23 services, the AUTHORITY may arrange for a meeting with CONTRACTOR to
24 determine what steps, if any, CONTRACTOR can take to adequately fulfill its
25 requirements under this AGREEMENT. In its sole discretion, AUTHORITY'S
26 representative may propose an adjustment to the terms and conditions of the
27 AGREEMENT, including the contract price. Such contract adjustments, if
28 accepted in writing by both parties, shall become binding on CONTRACTOR

1 and shall be performed as part of this AGREEMENT. Termination of this
2 AGREEMENT for cause may be considered by the AUTHORITY in
3 determining whether to enter into future s with CONTRACTOR.

- 4 d. The rights and remedies of the parties provided in this Section are in addition to
5 any other rights and remedies provided by law or under this Agreement.

6 11. CONFLICT OF INTEREST

7 a. CONTRACTOR and its assigns, employees, agents, CONTRACTORS, officers
8 and elected and appointed officials shall become familiar with and shall comply
9 with the HPRP regulations prohibiting conflicts of interest contained in 24 CFR
10 Part 85.36(b)(3) and 24 CFDR Part 84.42.

11 b. CONTRACTOR understands and agrees that no waiver or exception can be
12 granted to the prohibition against conflict of interest except upon written
13 approval of HUD. Any request by CONTRACTOR for an exception shall first
14 be reviewed by AUTHORITY to determine whether such request is appropriate
15 for submission to HUD.

16 c. Prior to any funding under this Agreement, CONTRACTOR shall provide
17 AUTHORITY with a list of all employees, agents, CONTRACTORS, officers
18 and elected and appointed officials who are in a position to participate in a
19 decision-making process, exercise any functions or responsibilities, or gain
20 inside information with respect to the HPRP activities funded under this
21 Agreement. CONTRACTOR shall also promptly disclose to AUTHORITY any
22 potential conflict, including even the appearance of conflict that may arise with
23 respect to the HPRP activities funded under this Agreement.

24 d. Any violation of this section shall be deemed a material breach of this
25 Agreement, and the Agreement shall be immediately terminated by the
26 AUTHORITY

27 12. SUBGRANTEE MONTIORING

28 CONTRACTOR agrees to cooperate with all County of Riverside ("COUNTY") HPRP

1 Subgrantee monitoring requirements as set forth in the HPRP Substantial Amendment,
2 the COUNTY's CPD Program Subrecipient Monitoring Policy, and the COUNTY'S
3 Five Year Consolidated Plan.

4 13. DESIGNATED REPRESENTATIVES

- 5 a. The following individuals are designated as representatives of the AUTHORITY
6 and CONTRACTOR respectively to act as liaison between the parties:

7
8 AUTHORITY

9 Carrie Harmon
10 Housing Authority of the County of Riverside
11 5555 Arlington Avenue
12 Riverside, CA 92504-2506

8 CONTRACTOR

9 Craig Redelsperger
10 Volunteer Center of Riverside County
11 PO Box 5376
12 Riverside, CA 92517

- 13 b. Any change in designated representatives shall be promptly reported to the other
14 party in order to ensure proper coordination.

14 14. ASSIGNMENT

- 15 a. This AGREEMENT shall not be assigned by CONTRACTOR, either in whole or
16 in part, without prior written consent of AUTHORITY. Any assignment or
17 purported assignment of this AGREEMENT by CONTRACTOR without the
18 prior written consent of AUTHORITY will be deemed void and of no force or
19 effect.

20 15. NONDISCRIMINATION

- 21 a. CONTRACTOR hereby certifies compliance with the following:
22 i. Executive Order 11246, as amended, and the regulations issued there
23 under at 41 CFR 60;
24 ii. Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. 200d et
25 seq.), as amended to the Equal Opportunity Act of March 24, 1972
26 (Public Law 92-261);
27 iii. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601-3619) and
28 implementing regulations issued pursuant thereto (24 CFR Part 1);

- 1 iv. Executive Order 11063 and implementing regulations issued pursuant
2 thereto (24 CFR 107);
- 3 v. Age Discrimination Act of 1975 (42 U.S.C. 6101-6107);
- 4 vi. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- 5 vii. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.
6 1701u); and
- 7 viii. Executive Orders 11625, 12432 and 12138. Consistent with HUD's
8 responsibilities under these Orders, the CONTRACTOR must make
9 efforts to encourage the use of minority and women's business enterprises
10 in connection with HPRP activities;
- 11 b. CONTRACTOR shall establish and maintain a procedure through which callers
12 will be informed that use of the facilities and services is available to all on a
13 nondiscriminatory basis.
- 14 c. CONTRACTOR agrees to abide by and include in any subcontracts to perform
15 work under this Agreement, the following clause:
- 16 *"During the performance of this Agreement CONTRACTOR and its*
17 *subcontractors shall not unlawfully discriminate against any employee or*
18 *applicant for employment because of race, religion, color, national*
19 *origin, ancestry, physical handicap, medical condition, marital status,*
20 *age (over 40) or sex. CONTRACTOR and subcontractors shall insure*
21 *that the evaluation and treatment of their employees and applicants for*
22 *employment are free of such discrimination. CONTRACTOR and*
23 *subcontractors shall comply with the provisions of the Fair Employment*
24 *and Housing Act (Government Code, Section 12900 et seq.). The*
25 *applicable regulations of the Fair Employment and Housing Commission*
26 *implementing Government Code, Section 12990, set forth in Chapter 5 of*
27 *Division 4 of Title 2 of the California Administrative Code are*
28 *incorporated into this Agreement by reference and made a part hereof as*
 if set forth in full. CONTRACTOR and its subcontractors shall give
 written notice of their obligations under this clause to labor
 organizations with which they have a collective bargaining or other
 agreement."
- d. The equal opportunity clause contained in Section 202 of Executive Order
 11246, as amended, is hereby incorporated into this Agreement by this reference.
- e. During the performance of this Agreement, CONTRACTOR and its

1 subcontractors, if any, shall not deny the benefits rendered hereunder to any
2 person on the basis of religion, color, ethnic group identification, sex, age, or
3 physical or mental disability.

4 f. CONTRACTOR shall furnish all information and reports as required by
5 Executive Order 11246, as amended.

6 g. CONTRACTOR shall include the non-discrimination and compliance provisions
7 of the equal opportunity clause in all subcontracts, if any.

8
9 **16. ALTERATION**

10 a. No alteration or variation of the terms of this AGREEMENT shall be valid
11 unless made in writing and signed by the parties hereto, and no oral
12 understanding or agreement not incorporated herein shall be binding on any of
13 the parties hereto.

14 **17. LICENSE AND CERTIFICATION**

15 a. CONTRACTOR verifies upon execution of this AGREEMENT possession of a
16 current and valid license in compliance with any local, state, and federal laws
17 and regulations relative to the scope of services to be performed and that
18 services(s) will be performed by properly trained and licensed staff.

19 **18. CONFIDENTIALITY**

20 a. CONTRACTOR shall observe all federal, state, local and AUTHORITY
21 regulations concerning confidentiality of records. CONTRACTOR shall refer all
22 requests for information to AUTHORITY.

23 **19. WORK PRODUCT**

24 a. All documents, reports, preliminary findings, or data assembled or compiled by
25 CONTRACTOR under this AGREEMENT shall become the property of the
26 AUTHORITY upon creation. The AUTHORITY reserves the right to authorize
27 others to use or reproduce such materials. Therefore, such materials shall not be
28 circulated in whole or in part, nor released to the public, without the direct

1 authorization of the AUTHORITY Director or an authorized designee.

2 **20. JURISDICTION, VENUE, ATTORNEY'S FEES**

- 3 a. This AGREEMENT is to be construed under the laws of the State of California.
4 The parties agree to the jurisdiction and venue of the appropriate courts in the
5 County of Riverside, State of California. Should action be brought to enforce or
6 interpret the provisions of this AGREEMENT, the prevailing party shall be
7 entitled to attorney's fees in addition to whatever other relief is granted.

8 **21. WAIVER**

- 9 a. Any waiver by AUTHORITY of any breach of any one (1) or more of the terms
10 of this AGREEMENT shall not be construed to be a waiver of any subsequent or
11 other breach of the same or of any other term thereof. Failure on the part of the
12 AUTHORITY to require exact, full and complete compliance with any terms of
13 this AGREEMENT shall not be construed as in any manner changing the terms
14 hereof or estopping AUTHORITY from enforcement hereof.

15 **22. SEVERABILITY**

- 16 a. If any provision in this AGREEMENT is held by a court of competent
17 jurisdiction to be invalid, void or unenforceable, the remaining provisions will
18 nevertheless continue in full force without being impaired or invalidated in any
19 way.

20 **23. ENTIRE AGREEMENT**

- 21 a. This AGREEMENT is intended by the parties hereto as a final expression of
22 their understanding with respect to the subject matter hereof, and all prior or
23 contemporaneous agreements of any kind or nature relating to the same shall be
24 deemed to be merged herein. Any modifications to the terms of this
25 AGREEMENT must be in writing and signed by the parties herein.

26 **24. NOTICES**

- 27 a. All correspondence and notices required or contemplated by this AGREEMENT
28 shall be delivered to the respective parties at the addresses set forth below and

1 are deemed submitted one (1) day after their deposit in the United States Mail,
2 postage prepaid:

3 AUTHORITY
4 Carrie Harmon
5 Housing Authority of the County of Riverside
6 5555 Arlington Avenue
7 Riverside, CA 92504-2506

CONTRACTOR
Craig Redelsperger
Volunteer Center of Riverside County
PO Box 5376
Riverside, CA 92517

8 25. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE
9 AGREEMENTS

- 10 a. The payments that the CONTRACTOR receives from the AUTHORITY for the
11 above stated contract are federally appropriated funds.
- 12 b. Acting on the behalf of the above named CONTRACTOR of the AUTHORITY,
13 as its Authorized Official, I make the following certifications to the
14 AUTHORITY.
- 15 i. No Federal appropriated funds have been paid or will be paid, by or on
16 behalf of the Undersigned, to any person for influencing or attempting to
17 influence an officer or employee of any AUTHORITY or a Member of
18 Congress in connection with the awarding of any Federal contract, the
19 making of any Federal grant, the making of any Federal loan, the entering
20 into of any cooperative agreement, or the extension, continuation,
21 renewal, amendment or modification of any Federal contract, grant, loan,
22 or cooperative agreement.
- 23 ii. This certification is a material representation of fact upon which reliance
24 was placed when this transaction was made or entered into. Submission
25 of this certification is a prerequisite for making or entering into this
26 transaction imposed by Section 13.52. Title 31, U.S. Code. Any person
27 who fails to file the required certification shall be subject to civil penalty
28 of not less than \$10,000 and not more than \$100,000 for each such
failure.

1 iii. The CONTRACTOR acknowledges that the source of funding pursuant
2 to this Agreement is Homeless Prevention and Rapid Re-housing
3 Program (HPRP) funds (CFDA 14.257).

4 iv. By signing this contract, the CONTRACTOR certifies under penalty of
5 perjury that the foregoing is true and correct.

6 26. RECORDS RETENTION CLAUSE

7 a. CONTRACTOR shall maintain and keep books and records on a current basis,
8 recording all transactions pertaining to this AGREEMENT in a form in
9 accordance with generally acceptable accounting principles. Said books and
10 records shall be made available to the County, the State of California, and the
11 Federal Government and to any authorized representatives thereof for purposes
12 of audit at all reasonable times and places. All such books and records shall be
13 retained for such periods of time as required by law, provided, however,
14 notwithstanding any shorter periods of retention, all books, records, and
15 supporting detail shall be retained for a period of at least three years after the
16 expiration of the term of this AGREEMENT.

17 27. AUTHORITY TO EXECUTE

18 a. The persons executing this AGREEMENT on behalf of the parties warrant and
19 represent that they have the authority to execute this AGREEMENT on behalf of
20 each respective party and further warrant and represent that they have the
21 authority to bind each respective party to the performance of its obligation
22 hereunder.

23 28. SUBCONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S
24 BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

25 a. CONTRACTOR shall ensure that, whenever possible, subcontracts are awarded
26 to small business firms, minority firms, women's business enterprises, and labor
27 surplus area firms.

28 IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute

1 this AGREEMENT.

2 DATED: _____

3

4 Housing Authority of the County of Volunteer Center of Riverside County
5 Riverside

6

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8 _____
Marion Ashley
Chairman, Board of Commissioners

Roberta Neff
Chief Executive Officer

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11 ATTEST:

12 Kecia Ithem-Harper, Clerk

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Deputy

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17 APPROVED AS TO FORM:

18 Pamela J. Walls, Authority Counsel

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21 Anita C. Willis, Deputy

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Attachment "A"

HPRP CALL SCRIPT

The HPRP call script can be modified to address a live caller or utilized when returning messages left on the HPRP hotline number. Each phone message or live call should be logged on a HPRP call sheet to ensure that all calls are accurately tracked. If you have any questions regarding this procedure please contact the Housing Authority at 951-343-5461.

Thank you for calling the HPRP hotline. Why don't I start by providing you some basic information on the HPRP program? HPRP stands for Homelessness Prevention and Rapid Re-housing Program. It is a HUD funded program administered by the Housing Authority on behalf of the County and City of Riverside. HPRP provides temporary financial assistance to renters and homeless individuals/families that are facing an immediate housing crisis. It is important to note that HPRP does not provide mortgage assistance. Are you currently renting or homeless?

If they say no refer to Springboard (800-431-8456) or Fair Housing Council (800-655-1812) for mortgage counseling information.

If they say yes use the attached call sheet to guide you through collecting the basic information and pre-screening the caller for HPRP eligibility.

Once the sheet is complete you need to determine if caller meets the basic pre-screening requirements. Please see specifics below for how to address eligibility requirements.

1. If callers live in Moreno Valley refer to Moreno Valley HPRP program.
2. If callers live outside of the County explain that the Housing Authority's HPRP Program is only open to County residents.
3. If callers do not have an income source or if they are on a fixed income inform the caller that the program is designed for households who need only temporary assistance to remain housed or to obtain permanent housing. If necessary refer to a homeless shelter. Refer to the Housing Authority for information on the Section 8 and Public Housing registration process.
4. If households have income and are homeless refer to a HPRP Housing Specialist.
5. If renters do not have a Pay or Quit Notice, eviction paperwork, or utility shut off notice they do not meet the criteria of "facing imminent homeless." Explain that they are welcome to call back if their circumstances change.
6. Applicants who are applying as homeless must meet the federal definition of homeless and they will be required to provide documentation. Doubled-up households are not eligible for Rapid Re-housing services unless they are domestic violence victims.

Eligible Households

Advise caller that he/she has met the pre-screening criteria and transfer the call to the Housing Authority's HPRP program for further intake information.

Ineligible Households

Refer to the Housing Authority (general line) for information on the Section 8 and Public Housing programs. Refer to other rental assistance programs or a homeless shelter as appropriate.

Attachment "B"

HPRP CALL TRACKING SHEET

Date _____ Time _____ Live Call _____ Returned Msg _____

Name of Caller _____

Address _____

City _____ Zip _____ Telephone # _____

(If homeless ask for address prior to becoming homeless)

If address is in the City of Moreno Valley refer to Moreno Valley HPRP program. If address is not in the County of Riverside – STOP! Inform caller that HPRP services are only available to residents of the City or County of Riverside.

Household Composition (circle one)

Single Individual, Couple w/out Children, or Family with Minor Children

Is anyone in the home elderly, disabled, pregnant, or a veteran? (circle all that apply)

Pre-Screening Questions

1. Are you currently living in an emergency shelter or a transitional housing program? If you are living in a transitional housing program, have you lived there for less than six months? **Yes/No**
2. Do you have a Three Day Pay or Quit Notice or Eviction Paperwork? **Yes/No**
3. If yes, do you have a lease agreement? **Yes/No**
4. Do you have a utility shut off notice? **Yes/No**
5. Are you unemployed and receiving Unemployment Insurance Benefits? **Yes/No**
6. Are you employed? **Yes/No**
7. Are you receiving Cal-Works, SSI, Veteran's Benefits, or Social Security? If yes, have you experienced a significant increase (greater than \$250) in your income in the last ninety days? **Yes/No**
8. Are you able to pay a portion of your rent or rental arrears?

Name of staff person completing form _____

If eligible name of HS referred to _____ Date Referred _____

HS Follow-up Information

Date follow-up call made _____ Intake Scheduled for _____

If no intake appointment scheduled please explain below:

