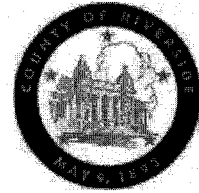


**SUBMITTAL TO THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM  
10.1  
(ID # 8652)**

**MEETING DATE:**

Tuesday, January 29, 2019

**FROM :** HOUSING AUTHORITY:

**SUBJECT:** HOUSING AUTHORITY: Ratify and Approve the Fiscal Year 2018-2019 Housing Opportunities for Persons with AIDS (HOPWA) Agreement between the Housing Authority of the County of Riverside and the City of Riverside; Approve the form of Housing Opportunities for Persons with AIDS (HOPWA) Contract of Services between the Housing Authority of the County of Riverside and Various Contractors Providing Services to Low Income Persons with AIDS or Related Diseases and Their Families; All Districts [\$1,652,533], U.S. Department of Housing and Urban Development 100%; CEQA Exempt

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

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3);
2. Ratify and Approve the attached Fiscal Year 2018-2019 Housing Opportunities for Persons with AIDS (HOPWA) Agreement (Agreement) between the Housing Authority of the County of Riverside (Authority) and the City of Riverside, awarding the Authority \$1,652,533 in HOPWA funds to implement the HOPWA program within the County of Riverside during the period July 1, 2018 through June 30, 2019, with the option to extend the term an additional 2 years;

Continued on page 2

**ACTION: Policy**

Robert Field, Assistant County Executive Officer/ECD 1/8/2019

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**MINUTES OF THE BOARD OF COMMISSIONERS**

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

**Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt  
**Nays:** None  
**Absent:** None  
**Date:** January 29, 2019

Keela Harper  
Clerk of the Board  
By:   
Deputy

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

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

3. Authorize the Chairman of the Board of Commissioners to execute the attached Agreement;
4. Authorize the Authority Executive Director, or designee, to take all necessary steps to implement the Agreement, including but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval by County Counsel; and (b) negotiating, signing and implementing any amendments to the Agreement, including, but not limited to, amendments that result in an increase in the award of HOPWA funds from the City of Riverside to the Authority, subject to approval by County Counsel;
5. Approve and award contracts to administer HOPWA services to low income persons with AIDS and their families for the period July 1, 2018 through June 30, 2019, with the option by the Authority to extend the term an additional 24 months, to the following local service providers: Desert AIDS Project, a California nonprofit corporation, in the amount of \$290,604.63; Catholic Charities San Bernardino and Riverside Counties, a California nonprofit public benefit corporation, in the amount of \$20,000; Foothill AIDS Project, a California nonprofit public benefit corporation, in the amount of \$114,686.37; and Young Scholars for Academic Empowerment, a California nonprofit corporation, doing business as TruEvolution, in the amount of \$62,500 (collectively, HOPWA Service Providers) in a total maximum amount of \$487,791, which amounts were included in the Authority's Fiscal Year 2018-19 Budget as part of the expenditure of total fiscal year 2018-19 HOPWA funds;
6. Approve the attached form of Housing Opportunities for Persons with AIDS Contract of Services Agreement (HOPWA Contract) which shall be used as the form to memorialize each contract between the Authority and a HOPWA Service Provider, final forms of which shall be subject to approval by County Counsel; and
7. Authorize the Authority Executive Director, or designee, to (a) execute HOPWA Contracts with the HOPWA Service Providers in the amounts approved by the Board, substantially conforming in form and substance to the form of HOPWA Contract attached; (b) take all necessary steps to implement the HOPWA Contracts, including, but not limited to, signing subsequent necessary and relevant documents, and (c) approve any subsequent amendments to the HOPWA Contracts provided the respective contract amounts are not increased, subject to approval by County Counsel.

| <b>FINANCIAL DATA</b>   | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>              | <b>Ongoing Cost:</b> |
|---|-----------------------------|--------------------------|---------------------------------|----------------------|
| <b>COST</b>   | \$ 1,652,533                | \$ 0                     | \$ 1,652,533                    | \$ 0                 |
| <b>NET COUNTY COST</b>  | \$ 0                        | \$ 0                     | \$ 0                            | \$ 0                 |
| <b>SOURCE OF FUNDS:</b> U.S. Department of Housing and Urban Development 100% |                             |                          | <b>Budget Adjustment:</b> No    |                      |
|   |                             |                          | <b>For Fiscal Year:</b> 2018/19 |                      |
|   |                             |                          |                                 |                      |

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

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

**BACKGROUND:**

**Summary**

**Annual Award of HOPWA Funds**

The U.S. Department of Housing and Urban Development (HUD) sponsors a program entitled Housing Opportunities for Persons with AIDS (HOPWA). This program provides localities with financial resources to devise long-term comprehensive strategies for meeting the housing needs of low-income, HIV positive individuals and their families.

The City of Riverside (City), as grantee for the Riverside-San Bernardino County service area, has awarded the Housing Authority of the County of Riverside (Authority) \$1,652,533 to serve as the HOPWA Project Sponsor for Riverside County. The HOPWA award consists of (i) \$177,733 in unexpended funds derived from the Fiscal Year 2017-18 Housing Opportunity for Persons with AIDS (HOPWA) Agreement between the City and the Authority, and (ii) \$1,474,800 in new HOPWA funds for fiscal year 2018-2019. The Authority has administered the HOPWA program for 19 years. As Project Sponsor, the Authority plans, coordinates and monitors HOPWA services for eligible Riverside County residents. Such services include: tenant based rental assistance; project based rental assistance; short term rental, mortgage, and/or utility assistance; case management and supportive services; housing advocacy; and move-in assistance.

The agreement between the City and Authority is memorialized in the proposed Fiscal Year 2018-19 Housing Opportunity for Persons with AIDS (HOPWA) Agreement (Agreement), attached hereto as Attachment "A", which sets forth the terms for administration of the HOPWA funds for fiscal year 2018-2019. The Agreement term is from June 1, 2018 through June 30, 2019, with an option to extend for two years. Due to administrative processing requirements for all stakeholders and interested parties, submission of the Agreement to the Board was delayed.

In order to ensure that HOPWA program services remain available to vulnerable low income HIV positive individuals and their families, HOPWA program costs for fiscal year 2018-2019 have already been incurred and covered by alternate funding sources including unspent HOPWA funds from prior fiscal years and the Authority's unrestricted administrative funds. As such, ratification of the Agreement is requested. These HOPWA program costs were included in the Authority's approved fiscal year 2018-19 budget. The Authority will be reimbursed by the City for HOPWA program costs incurred by the Authority upon execution of the attached proposed Agreement.

Staff recommends that the Board of Commissioners (Board) ratify and approve the attached Agreement. The attached Agreement has been approved as to form by County Counsel.

**HOPWA Contracts with Local Service Providers**

The proposed HOPWA Agreement with the City allows the Authority to contract with local service providers to administer HOPWA services within the County. Contracted HOPWA

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

services include: supportive services to ensure successful housing outcomes; project-based rental assistance; short term assistance with rent, mortgage and utilities; and housing information services. The Authority issued a Request for Proposals (RFP) on June 7, 2018 to secure such service providers. The following agencies submitted proposals in response to the RFP and are being recommended by staff for HOPWA service-provider contracts: Desert AIDS Project (DAP) in the amount of \$290,604.63; Catholic Charities San Bernardino and Riverside Counties (Catholic Charities) in the amount of \$20,000; Foothill AIDS Project (Foothill) in the amount of \$114,686.37, and Young Scholars for Academic Empowerment, doing business as TruEvolution (TruEvolution), in the amount of \$62,500. If approved by the Board, the agreements between the Authority and DAP, Catholic Charities, Foothill and TruEvolution shall each be memorialized in an agreement substantially conforming in form and substance to the proposed form of Housing Opportunities for Persons with AIDS Contract of Services attached hereto as Attachment "B" (HOPWA Contracts). The total cumulative value of all proposed HOPWA Contracts shall not exceed the total maximum amount \$487,791, which costs were included in the Authority's Fiscal Year 2017-18 Budget as part of the expenditure of total fiscal year 2018-19 HOPWA funds. The term of each proposed HOPWA Contract shall be July 1, 2018 through June 30, 2019, with the Authority's option to extend an additional twelve months.

Staff recommends that the Board of Commissioner's approve and award HOPWA local service provider contracts with DAP, Catholic Charities, Foothill and TruEvolution (collectively, the "Local Service Providers") in the amounts recommended herein. Staff further recommends that the Board of Commissioners approve the form of Housing Opportunities for Persons with AIDS Contract of Services attached hereto, and authorize the Executive Director, or designee, to negotiate and execute contracts with the Local Service Providers, in the amounts approved by the Board, substantially conforming in form and substance to the form of Housing Opportunities for Persons with AIDS Contract of Services, subject to approval by County Counsel.

California Environmental Quality Act (CEQA) Findings

Pursuant to the California Environmental Quality Act (CEQA), the Agreement and the Housing Opportunities for Persons with AIDS Contract of Services were reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption. The Project includes the following: (i) the Agreement providing for the grant of HOPWA funds from the City to the Authority to provide tenant based rental assistance, project based rental assistance, short term rental, mortgage, and/or utility assistance; case management and supportive services; housing advocacy; and move-in assistance, and (ii) the individual Housing Opportunities for Persons with AIDS Contract of Services between the Authority and a Local Service Provider, which involve the provision of services by contractors including supportive services to ensure successful housing outcomes, project-based rental assistance, short term assistance with rent, mortgage and utilities, and housing information services, and it can be seen with certainty that there is no possibility that the Project may have a significant effect on the environment, as the aforementioned subsidies and supportive assistance will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by Authority staff with the County Clerk within 5 days of the approval of the Agreement

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

and award of Housing Opportunities for Persons with AIDS Contract of Services to the Local Service Providers.

**Impact on Citizens and Businesses**

Low-income residents of Riverside County affected by HIV/AIDS will have access to additional housing services and support services through funding provided by the HOPWA agreements. These services are designed to increase the effectiveness of HIV treatment regimens and reduce occurrences of new infections.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

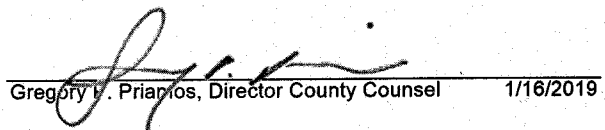
No budget adjustment is needed. The Authority will utilize HOPWA grant funds as follows:

|   | <b>Housing Authority</b> | <b>Desert Aids Project</b> | <b>Catholic Charities</b> | <b>Foothill Aids Project</b> | <b>Tru-Evolution</b> | <b>Total:</b>         |
|---|--------------------------|----------------------------|---------------------------|------------------------------|----------------------|-----------------------|
| Housing Assistance                            | \$979,412.98             | \$146,427                  | \$10,000.00               | \$29,623.37                  | \$22,500             | \$1,187,963.35        |
| Supportive Services                           | \$0.00                   | \$96,177.63                | \$0.00                    | \$77,063.00                  | \$40,000.00          | \$213,240.63          |
| Permanent Housing Placement                   | \$0.00                   | \$48,000                   | \$10,000                  | \$8,000                      | \$0.00               | \$66,000.00           |
| Housing Information Services                  | \$82,093.32              | \$0.00                     | \$0.00                    | \$0.00                       | \$0.00               | \$82,093.32           |
| Administrative Costs                          | \$103,236                | \$0.00                     | \$0.00                    | \$0.00                       | \$0.00               | \$103,236             |
| <b>Total:</b>                                 | <b>\$1,164,742.30</b>    | <b>\$290,604.63</b>        | <b>\$20,000.00</b>        | <b>\$114,686.37</b>          | <b>\$62,500</b>      | <b>\$1,652,533.30</b> |
| <b>Total of Contract Awards: \$487,791.00</b> |                          |                            |                           |                              |                      |                       |

**ATTACHMENTS:**

- A. Fiscal Year 2018-19 Housing Opportunities for Persons with AIDS (HOPWA) Agreement
- B. Form of Housing Opportunities for Persons with AIDS Contract of Services

  
 Rekini Dasika, Principal Management Analyst 1/22/2019

  
 Gregory L. Priarios, Director County Counsel 1/16/2019

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**FY 2018-2019 HOUSING OPPORTUNITIES FOR  
PERSONS WITH AIDS (HOPWA) AGREEMENT**

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City", and the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity corporate and politic, located at 5555 Arlington Avenue, Riverside, CA 92504, hereinafter referred to as "Authority," with reference to the following:

**RECITALS**

A. The U.S. Department of Housing and Urban Development ("HUD") has sponsored a program titled Housing Opportunities for Persons with AIDS ("HOPWA"), a program authorized under the Housing Opportunities for Persons with Aids Act, Section 851 of the National Affordable Housing Act, 42 U.S.C. 12901 (24 CFR, Chapter 5, Part 574)(hereafter the "Act").

B. The HOPWA program provides localities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of persons with acquired immune deficiency syndrome (AIDS) or related diseases and their families.

C. The City has received approval from HUD for an allocation of federal funds from the HOPWA program to carry out the goals and objectives of the program as outlined in the Consolidated Plan for fiscal year 2018-2019 and incorporated herein by this reference.

D. The Authority has in previous fiscal years received these funds to provide similar services as a project sponsor, and the Authority currently has unexpended funds from the 2017-2018 fiscal year in the amount of One Hundred Seventy Seven Thousand Thirty Three Dollars (\$177,733)("Unexpended Funds").

E. This year, the Authority will receive funds in the amount of One Million Four Hundred Seventy-Four Thousand Eight Hundred Dollars (\$1,474,800) to provide services as described in the Scope of Services, attached hereto as **Exhibit "A,"** and incorporated by this reference.

F. The City and the Authority have agreed to carry over the Unexpended Funds from the 2017-2018 fiscal year to the 2018-2019 fiscal year and will consolidate these amounts under the Agreement herein, for a total amount of One Million Six Hundred Fifty Two Thousand Five Hundred Thirty Three Dollars (\$1,652,533).

G. The City and the Authority agree that the Authority shall implement the HOPWA program consistent with the City's Grant Application, and the Authority agrees to act as a project

JAN 29 2019

10.1

sponsor of this program for the period named in the grant award allowing for a full expenditure of fiscal year **2018-2019** HOPWA funds during the period of **July 1, 2018, through June 30, 2019.**

NOW, THEREFORE, the parties hereto agree as follows:

1. The City will contract with the Authority to implement the HOPWA program and coordinate and sponsor the program within the County of Riverside as set forth in the Scope of Services, attached hereto as **Exhibit "A."**

2. The Authority and its Key Personnel identified in **Exhibit "D,"** attached hereto and incorporated herein, agree to contract with appropriate agencies as contractors (the "Contractors") to fulfill the obligations of the HOPWA program and to coordinate and sponsor the program to benefit eligible persons who reside within the County of Riverside. As coordinator and sponsor of the program, the Authority will ensure that the Contractor(s) named by the Authority shall perform all services under this program in accordance with the conditions as described in the grant award from HUD to the City. All services shall also be performed in accordance with the rules and regulations set forth in 24 CFR Chapter V, Part 574, as may be amended, and HUD/HOPWA Certifications attached hereto as **Exhibit "C,"** and the Federal Funding Accountability and Transparency Act (FFATA) attached hereto as **Exhibit "F,"** all of which are incorporated herein by this reference.

3. By executing this Agreement, the Authority certifies that the Authority is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. The Authority shall carry the insurance or provide for self-insurance required by California law to protect said the Authority from claims under the Workers' Compensation Act. Prior to the City's execution of this Agreement, the Authority shall file with the City either (1) a certificate of insurance showing that such insurance is in effect, or that the Authority is self-insured for such coverage, or (2) a certified statement that the Authority has no employees, and acknowledging that if the Authority does employ any person, the necessary certificate of insurance will immediately be filed with the City. Any certificate filed with the City shall provide that the City will be given ten (10) days' prior written notice before modification or cancellation thereof.

4. Prior to the City's execution of this Agreement, the Authority shall obtain, and shall thereafter maintain during the entire term of this Agreement, commercial general liability insurance as required to insure Authority against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by the Authority, or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of the Authority.

All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California, with a policy holder's rating of A or higher, and a Financial Class of VII or larger.

The Authority's commercial general liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate.

This minimum amount of coverage shall not constitute any limitation or cap on the Authority's indemnification obligations stated in this section.

Prior to the City's execution of this Agreement, insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for commercial general liability, shall be filed with the City and shall include the City, its officers and employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following provisions:

"Solely with respect to work done by and on behalf of the named insured for the City of Riverside, it is agreed that the City and its officers and employees are added as additional insureds under this policy."

The policy shall not be cancelled unless thirty (30) days' prior written notification of intended cancellation has been given to the City by certified or registered mail.

The City, its agents and employees make no representation that the limits of the insurance specified to be carried by the Authority pursuant to this Agreement are adequate to protect the Authority. If the Authority believes that any required insurance coverage is inadequate, the Authority will obtain such additional insurance coverage as the Authority deems adequate, as the Authority's sole expense.

The insurance requirements stated in this section may be satisfied by the Authority by providing proof of self-insurance acceptable to the City.

5. The Authority agrees to indemnify, defend, and hold harmless the City and their authorized agents, officers, and employees against any and all claims or actions arising from the Authority's willful misconduct, negligent acts or omissions connected with the performance of work under this Agreement by the Authority and for any costs or expenses incurred by the Authority or the City on account of any claim therefore.

6. The City agrees to indemnify, defend, and hold harmless the Authority and their authorized agents, officers, and employees against any and all claims arising from the City's willful misconduct, negligent acts or omissions connected with the performance of work under this Agreement by the City and for any costs or expenses incurred by the Authority on account of any claims therefore.

7. The Authority agrees to provide the City with all the documentation required by HUD for the HOPWA program upon the City's request.



8. The Authority shall maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities in accordance with the requirements of the Act and its regulations and specifically shall prepare and maintain the following records and reports to assist the City in maintaining its records keeping requirements:

A. Records:

- (i) Documentation of the income level as defined by the HUD Guidelines, and the number of persons and/or families participating in or benefiting by the Authority's program.
- (ii) Documentation of all HOPWA funds received from the City.
- (iii) Documentation of expenses as identified in the Authority's Fiscal Year **2018-2019** Project Budget, attached hereto as **Exhibit "B,"** and incorporated by this reference, along with any adjustments, as approved by City.
- (iv) Current and accurate data on race and ethnicity of program participants (Sec. 574.530 Recordkeeping).
- (v) Any other related records as the City shall require.

B. Reports:

- (i) Quarterly reports to the City regarding the use of HOPWA funds by the Contractors as provided herein. Reports are due October 15, 2018 (1st Quarter), January 15, 2019 (2nd Quarter), April 15, 2019 (3rd Quarter), and July 15, 2019 (4th Quarter).
- (ii) Any such other reports as the City shall reasonably require.

9. The Authority's records shall be open to inspection and audit by the authorized representatives of the City, HUD and the Comptroller General during regular working hours. Said records shall be retained for such time as may be required by the regulations of the Act, but in no case for less than five (5) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which City or any other governmental agency takes exception, shall be retained beyond the five (5) years until resolution or disposition of such appeals, litigation claims or exceptions.

10. All terms and conditions in this Agreement shall commence on **July 1, 2018**, and shall terminate when all program funds have been expended, or no later than **June 30, 2019**. In the event the funds allocated hereunder are not fully expended by such date, this Agreement and all its terms and conditions may be automatically extended for an additional period of two (2) years upon prior written approval of the City Manager or his designee.

11. In the event the Authority fails to provide coordination and the sponsorship as set forth in the attached documents, particularly 24 CFR Part 574 Subparts D through G, the City shall, upon thirty (30) days' written notice to the Authority, terminate this HOPWA Agreement.

12. The City agrees to reimburse the Authority for payment made to Contractors under the HOPWA program consistent with the agreement(s) between the Authority and Contractor(s). Payments to Contractors eligible for reimbursement by the City shall not exceed the amount of **One Million Six Hundred Fifty Two Thousand Five Hundred Thirty Three Dollars (\$1,652,533)**. Of this amount, One Million Four Hundred Seventy Four Thousand Eight Hundred Dollars (\$1,474,800) is the award for fiscal year 2018-2019, and One Hundred Seventy Seven Thousand Seven Hundred Thirty Three Dollars (\$177,733) is the Unexpended Funds carried over from the 2017-2018 fiscal year. As authorized by HUD, the Authority may bill the City an amount not to exceed One Hundred Three Thousand Two Hundred Thirty-Six Dollars (\$103,236) for administrative costs associated with sponsorship of the HOPWA program within Riverside County. The maximum amount payable under this Agreement shall be **One Million Six Hundred Fifty Two Thousand Five Hundred Thirty Three Dollars (\$1,652,533)**. All payments to the Authority will be made on a reimbursement basis for actual expenses incurred by Contractors or the Authority as outlined above.

13. The Authority shall at all times during its performance of this Agreement retain its status as independent contractor. The Authority's employees and agents shall under no circumstances be considered or held to be employees or agents of the City, and the City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or the Authority.

14. The individual(s) listed in **Exhibit "E,"** Corporate Signatures Certification, attached hereto and incorporated herein, executing this Agreement and the instruments referenced herein on behalf of the Authority each represent and warrant that they have the legal power, right and actual authority to bind the Authority to the terms and conditions hereof and thereof.

15. Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Fiscal Year 2018-2019 Project Budget

Exhibit "C" - 24 CFR Chapter V, Part 574 and HUD/HOPWA Certifications

Exhibit "D" - Key Personnel

Exhibit "E" - Corporate Signatures Certification

Exhibit "F" - Federal Funding Accountability and Transparency Act (FFATA)

(Signatures on Following Page)

This Agreement is hereby executed on behalf of the parties as follows:

CITY OF RIVERSIDE, a California  
Charter city and municipal corporation

HOUSING AUTHORITY OF THE  
COUNTY OF RIVERSIDE, a public entity  
corporate and politic

By: \_\_\_\_\_  
Al Zelinka  
City Manager

By: *V. Manuel Perez*  
Name: **V. MANUEL PEREZ**  
Title: **Chairman**

Date: JAN 29 2019

Date: \_\_\_\_\_

Attest:  
\_\_\_\_\_  
Colleen J. Nicol  
City Clerk

APPROVED AS TO FORM  
Gregory P. Priamos  
County Counsel

By: *Jhaila R. Brown*  
Jhaila Brown  
Deputy County Counsel

Date: \_\_\_\_\_

Certified as to Availability of Funds:

ATTEST:  
KECIA R. HARPER, Clerk  
By: *Kecia R. Harper*  
DEPUTY

By: \_\_\_\_\_  
Edward Enriquez  
Chief Financial Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lauren Sanchez  
Deputy City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Housing Opportunities for Persons with AIDS (HOPWA) Funding FY 2018-2019**

**Services Provided**

The Housing Authority of the County of Riverside (HACR) will utilize HOPWA funds to provide services to low income individuals/families with HIV/AIDS residing in Riverside County. The services include: tenant based rental assistance; project based rental assistance; short term assistance with rent, mortgage, and utility costs (STRMU); housing information services; supportive services; and permanent housing placement assistance. HACR will directly provide tenant based rental assistance, permanent housing placement and housing information services to eligible households. Short term assistance, supportive services, project based rental assistance and permanent housing placement will be provided by local HIV/AIDS service providers through subcontracts.

**Households Served**

The HACR projects the following number of clients per service category:

|  | <b>Continuing Clients</b> | <b>New Clients</b> | <b>Total</b> |
|--|---------------------------|--------------------|--------------|
| <b>Tenant Based Rental Assistance (TBRA)</b>         | <b>94</b>                 | <b>22</b>          | <b>116</b>   |
| <b>Project Based Rental Assistance</b>               | <b>18</b>                 | <b>0</b>           | <b>18</b>    |
| <b>Project Based HOPWA Acquisition</b>               | <b>11</b>                 | <b>0</b>           | <b>11</b>    |
| <b>Emergency Housing (Hotel/Motel)</b>               | <b>0</b>                  | <b>20</b>          | <b>20</b>    |
| <b>Short Term Rental/Mortgage/Utility Assistance</b> |                           |                    |              |
| <i>Desert AIDS Project</i>                           | 0                         | 19                 | 19           |
| <i>Catholic Charities</i>                            | 0                         | 10                 | 10           |
| <i>Foothill AIDS Project</i>                         | 0                         | 29                 | 29           |
| <b>Total STRMU</b>                                   | <b>0</b>                  | <b>58</b>          | <b>58</b>    |
| <b>Supportive Services</b>                           |                           |                    |              |
| <i>Desert AIDS Project</i>                           | 35                        | 50                 | 85           |
| <i>Catholic Charities</i>                            | 10                        | 15                 | 25           |
| <i>Foothill AIDS Project</i>                         | 10                        | 15                 | 25           |
| <i>TruEvolution</i>                                  | 0                         | 30                 | 30           |
| <b>Total Supportive Services</b>                     | <b>55</b>                 | <b>110</b>         | <b>165</b>   |
| <b>Permanent Housing Placement</b>                   |                           |                    |              |
| <i>Desert AIDS Project</i>                           | 0                         | 37                 | 37           |
| <i>Catholic Charities</i>                            | 0                         | 8                  | 8            |
| <i>Foothill AIDS Project</i>                         | 0                         | 5                  | 5            |
| <b>Total Permanent Housing Placement</b>             | <b>0</b>                  | <b>50</b>          | <b>50</b>    |
| <b>Housing Information Services</b>                  | <b>178</b>                | <b>260</b>         | <b>438</b>   |

**How Funds Will be Expended**

- Tenant Based Rental Assistance, known locally as the Housing Options Program (HOP), will be provided by the Housing Authority. These funds will be used to provide a rental subsidy to low income HIV positive households. The Housing Authority will also maintain a waiting list for the HOP program. HACR anticipates serving 116 households with the HOP program during the next 12 month contract period.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- Project Based Rental Assistance will be provided by Desert AIDS Project in the City of Palm Springs at the Vista Sunrise Apartments. This funding will support 18 subsidized rental units at an apartment complex that is within walking distance to Desert AIDS Project's service site. A total of \$96,552 has been designated to these units.
- Project Based Rental assistance will be provided to assist 11 households in Housing Authority owned units designated for HOPWA Eligible Households. A total of \$74,000 has been designated to these units.
- STRMU, Supportive Services, Emergency Motel Vouchers, and Permanent Housing Placement will be provided by HACR and subcontracted to local services providers to ensure that clients have a choice when accessing HOPWA services. A total of \$391,239 has been allocated to these services which will to serve approximately 293 new unduplicated clients.
- Housing Information Services will be provided by HACR. An estimated 438 persons will receive Housing Information Services
- Finally, \$103,236 has been allocated for administrative costs specific to the HOPWA program.

**Office Locations**

*Housing Authority of the County of Riverside*  
5555 Arlington Avenue  
Riverside, CA 92504

44-199 Monroe, Ste B (Desert Office)  
Indio, CA 92201

*Desert AIDS Project*  
1695 N. Sunrise Way  
Palm Springs, CA 92262

*Vista Sunrise Apartments (Project Based Site)*  
1313 E Vista Chino  
Palm Springs, CA 92262

*Catholic Charities*  
21250 Box Springs Rd # 206  
Moreno Valley, CA 92557

*Foothill AIDS Project (main office)*  
233 West Harrison Avenue,  
Claremont, CA 91711

*TruEvolution*  
4164 Brockton Ave. Ste. A  
Riverside, CA 92501



**Housing Opportunities for Persons With AIDS Certifications**

The HOPWA grantee certifies that:

**Activities --** Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building --** Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

  
Signature of Authorized Official

June 5, 2018  
Date

Community & Economic Development Director  
Title

**PART 574—HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS****Subpart A—General**

- Sec.  
574.3 Definitions.

**Subpart B—Formula Entitlements**

- 574.100 Eligible applicants.  
574.110 Overview of formula allocations.  
574.120 Responsibility of applicant to serve EMSA.  
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**Subpart C—Competitive Grants**

- 574.200 Amounts available for competitive grants.  
574.210 Eligible applicants.  
574.240 Application requirements.  
574.260 Amendments.

**Subpart D—Uses of Grant Funds**

- 574.300 Eligible activities.  
574.310 General standards for eligible housing activities.  
574.320 Additional standards for rental assistance.  
574.330 Additional standards for short-term supported housing.  
574.340 Additional standards for community residences.  
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**Subpart E—Special Responsibilities of Grantees and Project Sponsors**

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**Subpart G—Other Federal Requirements**

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574.625 Conflict of interest.  
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574.635 Lead-based paint.  
574.640 Flood insurance protection.  
574.645 Coastal barriers.  
574.650 Audit.  
574.655 Wage rates.  
574.660 Housing counseling.

AUTHORITY: 12 U.S.C. 1701x, 1701 x-1; 42 U.S.C. 3535(d) and 5301-5320.

SOURCE: 57 FR 61740, Dec. 28, 1992, unless otherwise noted.

**Subpart A—General****§ 574.3 Definitions.**

The terms *Grantee* and *Secretary* are defined in 24 CFR part 5.

*Acquired immunodeficiency syndrome (AIDS) or related diseases* means the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

*Administrative costs* mean costs for general management, oversight, coordination, evaluation, and reporting on eligible activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities.

*Applicant* means a State or city applying for a formula allocation as described under § 574.100 or a State, unit of general local government, or a non-profit organization applying for a competitive grant as described under § 574.210.

*City* has the meaning given it in section 102(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

*Eligible Metropolitan Statistical Area (EMSA)* means a metropolitan statistical area that has a population of more than 500,000 and has more than 1,500 cumulative cases of AIDS.

*Eligible person* means a person with acquired immunodeficiency syndrome



or related diseases who is a low-income individual, as defined in this section, and the person's family. A person with AIDS or related diseases or a family member regardless of income is eligible to receive housing information services, as described in §574.300(b)(1). Any person living in proximity to a community residence is eligible to participate in that residence's community outreach and educational activities regarding AIDS or related diseases, as provided in §574.300(b)(9).

*Eligible State* means a State that has:

(1) More than 1,500 cumulative cases of AIDS in those areas of the State outside of eligible metropolitan statistical areas that are eligible to be funded through a qualifying city; and

(2) A consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part. (A State may carry out activities anywhere in the State, including within an EMSA.)

*Family* is defined in 24 CFR 5.403 and includes one or more eligible persons living with another person or persons, regardless of actual or perceived sexual orientation, gender identity, or marital status, who are determined to be important to the eligible person or person's care or well-being, and the surviving member or members of any family described in this definition who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death.

*Low-income individual* has the meaning given it in section 853(3) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

*Metropolitan statistical area* has the meaning given it in section 853(5) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

*Nonprofit organization* means any nonprofit organization (including a State or locally chartered, nonprofit organization) that:

(1) Is organized under State or local laws;

(2) Has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;

(3) Has a functioning accounting system that is operated in accordance with generally accepted accounting

principles, or has designated an entity that will maintain such an accounting system; and

(4) Has among its purposes significant activities related to providing services or housing to persons with acquired immunodeficiency syndrome or related diseases.

*Non-substantial rehabilitation* means rehabilitation that involves costs that are less than or equal to 75 percent of the value of the building after rehabilitation.

*Population* means total resident population based on data compiled by the U.S. Census and referable to the same point in time.

*Project sponsor* means any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to carry out eligible activities under this part. The selection of project sponsors is not subject to the procurement requirements of 2 CFR part 200, subpart D.

*Qualifying city* means a city that is the most populous unit of general local government in an eligible metropolitan statistical area (EMSA) and that has a consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part.

*Rehabilitation* means the improvement or repair of an existing structure, or an addition to an existing structure that does not increase the floor area by more than 100 percent.

*State* has the meaning given it in section 853(9) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

*Substantial rehabilitation* means rehabilitation that involves costs in excess of 75 percent of the value of the building after rehabilitation.

*Unit of general local government* means any city, town, township, parish, county, village, or other general purpose political subdivision of a State; Guam, the Northern Mariana Islands, the Virgin Islands, American Samoa, the Federated States of Micronesia and Palau, the Marshall Islands, or a general purpose political subdivision thereof; and any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive to act on behalf of the jurisdiction

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with regard to provisions of the National Affordable Housing Act.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17199, Apr. 11, 1994; 60 FR 1917, Jan. 5, 1995; 61 FR 5209, Feb. 9, 1996; 61 FR 7963, Feb. 29, 1996; 77 FR 5675, Feb. 3, 2012; 80 FR 75938, Dec. 7, 2015]

### Subpart B—Formula Entitlements

#### § 574.100 Eligible applicants.

(a) Eligible States and qualifying cities, as defined in § 574.3, qualify for formula allocations under HOPWA.

(b) HUD will notify eligible States and qualifying cities of their formula eligibility and allocation amounts and EMSA service areas annually.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17199, Apr. 11, 1994; 60 FR 1917, Jan. 5, 1995]

#### § 574.110 Overview of formula allocations.

The formula grants are awarded upon submission and approval of a consolidated plan, pursuant to 24 CFR part 91, that covers the assistance to be provided under this part. Certain states and cities that are the most populous unit of general local government in eligible metropolitan statistical areas will receive formula allocations based on their State or metropolitan population and proportionate number of cases of persons with AIDS. They will receive funds under this part (providing they comply with 24 CFR part 91) for eligible activities that address the housing needs of persons with AIDS or related diseases and their families (see § 574.130(b)).

[61 FR 7963, Feb. 29, 1996]

#### § 574.120 Responsibility of applicant to serve EMSA.

The EMSA's applicant shall serve eligible persons who live anywhere within the EMSA, except that housing assistance shall be provided only in localities within the EMSA that have a consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part. In allocating grant amounts among eligible activities, the EMSA's applicant shall address needs of eligible persons who re-

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side within the metropolitan statistical area, including those not within the jurisdiction of the applicant.

[60 FR 1917, Jan. 5, 1995]

#### § 574.130 Formula allocations.

(a) *Data sources.* HUD will allocate funds based on the number of cases of acquired immunodeficiency syndrome reported to and confirmed by the Director of the Centers for Disease Control, and on population data provided by the U.S. Census. The number of cases of acquired immunodeficiency syndrome used for this purpose shall be the number reported as of March 31 of the fiscal year immediately preceding the fiscal year for which the amounts are appropriated and allocated.

(b) *Distribution of appropriated funds for entitlement awards.* (1) Seventy-five percent of the funds allocated under the formula is distributed to qualifying cities and eligible States, as described in § 574.100, based on each metropolitan statistical area's or State's proportionate share of the cumulative number of AIDS cases in all eligible metropolitan statistical areas and eligible States.

(2) The remaining twenty-five percent is allocated among qualifying cities, but not States, where the per capita incidence of AIDS for the year, April 1 through March 31, preceding the fiscal year of the appropriation is higher than the average for all metropolitan statistical areas with more than 500,000 population. Each qualifying city's allocation reflects its EMSA's proportionate share of the high incidence factor among EMSA's with higher than average per capita incidence of AIDS. The high incidence factor is computed by multiplying the population of the metropolitan statistical area by the difference between its twelve-month-per-capita-incidence rate and the average rate for all metropolitan statistical areas with more than 500,000 population. The EMSA's proportionate share is determined by dividing its high incidence factor by the sum of the high incidence factors for all EMSA's with higher than average per capita incidence of AIDS.

(c) *Minimum grant.* No grant awarded under paragraph (b) of this section shall be less than \$200,000. Therefore, if

the calculations under paragraph (b) of this section would result in any eligible metropolitan statistical area or eligible State receiving less than \$200,000, the amount allocated to that entity is increased to \$200,000 and allocations to entities in excess of \$200,000 are proportionately reduced by the amount of the increase.

**§ 574.190 Reallocation of grant amounts.**

If an eligible State or qualifying city does not submit a consolidated plan in a timely fashion, in accordance with 24 CFR part 91, that provides for use of its allocation of funding under this part, the funds allocated to that jurisdiction will be added to the funds available for formula allocations to other jurisdictions in the current fiscal year. Any formula funds that become available as a result of deobligations or the imposition of sanctions as provided for in § 574.540 will be added to the funds available for formula allocations in the next fiscal year.

[57 FR 61740, Dec. 28, 1992, as amended at 60 FR 1918, Jan. 5, 1995]

**Subpart C—Competitive Grants**

**§ 574.200 Amounts available for competitive grants.**

(a) The Department will set aside 10 percent of the amounts appropriated under this program to fund on a competitive basis:

(1) Special projects of national significance; and

(2) Other projects submitted by States and localities that do not qualify for formula grants.

(b) Any competitively awarded funds that become available as a result of deobligations or the imposition of sanctions, as provided in § 574.540, will be added to the funds available for competitive grants in the next fiscal year.

(c) The competitive grants are awarded based on applications, as described in subpart C of this part, submitted in response to a Notice of Funding Availability published in the FEDERAL REGISTER. All States and units of general local government and nonprofit organizations are eligible to apply for competitive grants to fund projects of na-

tional significance. Only those States and units of general local government that do not qualify for formula allocations are eligible to apply for competitive grants to fund other projects.

(d) If HUD makes a procedural error in a funding competition that, when corrected, would warrant funding of an otherwise eligible application, HUD will select that application for potential funding when sufficient funds become available.

[57 FR 61740, Dec. 28, 1992, as amended at 61 FR 7963, Feb. 29, 1996]

**§ 574.210 Eligible applicants.**

(a) All States, units of general local government, and nonprofit organizations, may apply for grants for projects of national significance.

(b) Only those States and units of general local government that do not qualify for formula grants, as described in § 574.100; may apply for grants for other projects as described in § 574.200(a)(2).

(c) Except for grants for projects of national significance, nonprofit organizations are not eligible to apply directly to HUD for a grant but may receive funding as a project sponsor under contract with a grantee.

**§ 574.240 Application requirements.**

Applications must comply with the provisions of the Department's Notice of Funding Availability (NOFA) for the fiscal year published in the FEDERAL REGISTER in accordance with 24 CFR part 12. The rating criteria, including the point value for each, are described in the NOFA, including criteria determined by the Secretary.

[61 FR 7963, Feb. 29, 1996]

**§ 574.260 Amendments.**

(a) After an application has been selected for funding, any change that will significantly alter the scope, location, service area, or objectives of an activity or the number of eligible persons served must be justified to HUD and approved by HUD. Whenever any other amendment to the application is made, the grantee must provide a copy to HUD.

(b) Each amendment request must contain a description of the revised

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proposed use of funds. Funds may not be expended for the revised proposed use of funds until:

(1) HUD accepts the revised proposed use; and

(2) For amendments to acquire, rehabilitate, convert, lease, repair or construct properties to provide housing, an environmental review of the revised proposed use of funds has been completed in accordance with § 574.510.

(Approved by the Office of Management and Budget under control number 2506-0133)

### Subpart D—Uses of Grant Funds

#### § 574.300 Eligible activities.

(a) *General.* Subject to applicable requirements described in §§ 574.310, 574.320, 574.330, and 574.340, HOPWA funds may be used to assist all forms of housing designed to prevent homelessness including emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, and community residences. Appropriate supportive services, as required by § 574.310(a), must be provided as part of any HOPWA assisted housing, but HOPWA funds may also be used to provide services independently of any housing activity.

(b) *Activities.* The following activities may be carried out with HOPWA funds:

(1) Housing information services including, but not limited to, counseling, information, and referral services to assist an eligible person to locate, acquire, finance, and maintain housing. This may also include fair housing guidance for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap. Housing counseling, as defined in § 5.100, that is funded with or provided in connection with HOPWA funds must be carried out in accordance with § 5.111. When grantees provide housing services to eligible persons (including persons undergoing relocation) that are incidental to a larger set of holistic case management services, these services do not meet the definition of Housing counseling, as defined in § 5.100, and therefore are not required to be carried out in accordance with the certification requirements of § 5.111;

(2) Resource identification to establish, coordinate and develop housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives);

(3) Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services;

(4) New construction (for single room occupancy (SRO) dwellings and community residences only).

(5) Project- or tenant-based rental assistance, including assistance for shared housing arrangements;

(6) Short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling;

(7) Supportive services including, but not limited to, health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals;

(8) Operating costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs;

(9) Technical assistance in establishing and operating a community residence, including planning and other pre-development or pre-construction expenses and including, but not limited to, costs relating to community outreach and educational activities regarding AIDS or related diseases for persons residing in proximity to the community residence;

(10) Administrative expenses:

(i) Each grantee may use not more than 3 percent of the grant amount for its own administrative costs relating to administering grant amounts and allocating such amounts to project sponsors; and

(ii) Each project sponsor receiving amounts from grants made under this

program may use not more than 7 percent of the amounts received for administrative costs.

(1) For competitive grants only, any other activity proposed by the applicant and approved by HUD.

(c) *Equal participation of faith-based organizations.* The HUD program requirements in §5.109 of this title apply to the HOPWA program, including the requirements regarding disposition and change in use of real property by a faith-based organization.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994; 68 FR 56405, Sept. 30, 2003; 80 FR 75938, Dec. 7, 2015; 81 FR 19418, Apr. 4, 2016; 81 FR 90659, Dec. 14, 2016]

**§574.310 General standards for eligible housing activities.**

All grantees using grant funds to provide housing must adhere to the following standards:

(a)(1) *General.* The grantee shall ensure that qualified service providers in the area make available appropriate supportive services to the individuals assisted with housing under this subpart. Supportive services are described in §574.300(b)(7). For any individual with acquired immunodeficiency syndrome or a related disease who requires more intensive care than can be provided in housing assisted under this subpart, the grantee shall provide for locating a care provider who can appropriately care for the individual and for referring the individual to the care provider.

(2) *Payments.* The grantee shall ensure that grant funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:

(i) Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or

(ii) By an entity that provides health services on a prepaid basis.

(b) *Housing quality standards.* All housing assisted under §574.300(b) (3), (4), (5), and (8) must meet the applicable housing quality standards outlined below.

(1) *State and local requirements.* Each recipient of assistance under this part

must provide safe and sanitary housing that is in compliance with all applicable State and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing.

(2) *Habitability standards.* Except for such variations as are proposed by the locality and approved by HUD, recipients must meet the following requirements:

(i) *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.

(ii) *Access.* The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

(iii) *Space and security.* Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.

(iv) *Interior air quality.* Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

(v) *Water supply.* The water supply must be free from contamination at levels that threaten the health of individuals.

(vi) *Thermal environment.* The housing must have adequate heating and/or cooling facilities in proper operating condition.

(vii) *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliance while assuring safety from fire.

(viii) *Food preparation and refuse disposal.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

(ix) *Sanitary condition.* The housing and any equipment must be maintained in sanitary condition.

(c) *Minimum use period for structures.*

(1) Any building or structure assisted with amounts under this part must be maintained as a facility to provide housing or assistance for individuals with acquired immunodeficiency syndrome or related diseases:

(i) For a period of not less than 10 years, in the case of assistance provided under an activity eligible under §574.300(b) (3) and (4) involving new construction, substantial rehabilitation or acquisition of a building or structure; or

(ii) For a period of not less than 3 years in the cases involving non-substantial rehabilitation or repair of a building or structure.

(2) Waiver of minimum use period. HUD may waive the minimum use period of a building or structure as stipulated in paragraph (c)(1) of this section if the grantee can demonstrate, to the satisfaction of HUD, that:

(i) The assisted structure is no longer needed to provide supported housing or assistance, or the continued operation of the structure for such purposes is no longer feasible; and

(ii) The structure will be used to benefit individuals or families whose incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, if the Secretary finds that such variations are necessary because of construction costs or unusually high or low family incomes.

(d) *Resident rent payment.* Except for persons in short-term supported housing, each person receiving rental assistance under this program or residing in any rental housing assisted under this program must pay as rent, including utilities, an amount which is the higher of:

(1) 30 percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses and are described in detail in 24 CFR 5.609). The calculation of the family's monthly adjusted income must include the expense deductions provided in 24 CFR 5.611(a), and for eli-

gible persons, the calculation of monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable;

(2) 10 percent of the family's monthly gross income; or

(3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs.

(e) *Termination of assistance—(1) Surviving family members.* With respect to the surviving member or members of a family who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death, housing assistance and supportive services under the HOPWA program shall continue for a grace period following the death of the person with AIDS. The grantee or project sponsor shall establish a reasonable grace period for continued participation by a surviving family member, but that period may not exceed one year from the death of the family member with AIDS. The grantee or project sponsor shall notify the family of the duration of their grace period and may assist the family with information on other available housing programs and with moving expenses.

(2) *Violation of requirements—(1) Basis.* Assistance to participants who reside in housing programs assisted under this part may be terminated if the participant violates program requirements or conditions of occupancy, subject to the VAWA protections in 24 CFR 5.2005(b) and 24 CFR 5.2005(c). Grantees must ensure that supportive services are provided, so that a participant's assistance is terminated only in the most severe cases.

(ii) *Procedure.* In terminating assistance to any program participant for violation of requirements, grantees must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process at minimum, must consist of:

(A) Serving the participant with a written notice containing a clear statement of the reasons for termination;

(B) Permitting the participant to have a review of the decision, in which the participant is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and

(C) Providing prompt written notification of the final decision to the participant.

(Paragraph (c) approved by the Office of Management and Budget under control number 2506-0133)

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994; 61 FR 7963, Feb. 29, 1996; 66 FR 6225, Jan. 19, 2001; 81 FR 80806, Nov. 16, 2016]

**§574.320 Additional standards for rental assistance.**

(a) If grant funds are used to provide rental assistance, the following additional standards apply:

(1) *Maximum subsidy.* The amount of grant funds used to pay monthly assistance for an eligible person may not exceed the difference between:

(i) The lower of the rent standard or reasonable rent for the unit; and

(ii) The resident's rent payment calculated under §574.310(d).

(2) *Rent standard.* The rent standard shall be established by the grantee and shall be no more than the published section 8 fair market rent (FMR) or the HUD-approved community-wide exception rent for the unit size. However, on a unit by unit basis, the grantee may increase that amount by up to 10 percent for up to 20 percent of the units assisted.

(3) *Rent reasonableness.* The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

(b) With respect to shared housing arrangements, the rent charged for an assisted family or individual shall be in relation to the size of the private space for that assisted family or individual in

comparison to other private space in the shared unit, excluding common space. An assisted family or individual may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements shall be voluntary.

[57 FR 61740, Dec. 28, 1992, as amended at 61 FR 7963, Feb. 29, 1996]

**§574.330 Additional standards for short-term supported housing.**

Short-term supported housing includes facilities to provide temporary shelter to eligible individuals as well as rent, mortgage, and utilities payments to enable eligible individuals to remain in their own dwellings. If grant funds are used to provide such short-term supported housing assistance, the following additional standards apply:

(a) *Time limits.* (1) A short-term supported housing facility may not provide residence to any individual for more than 60 days during any six month period. Rent, mortgage, and utilities payments to prevent the homelessness of the tenant or mortgagor of a dwelling may not be provided to such an individual for these costs accruing over a period of more than 21 weeks in any 52 week period. These limitations do not apply to rental assistance provided under §574.300(b)(5).

(2) *Waiver of time limitations.* HUD may waive, as it determines appropriate, the limitations of paragraph (a)(1) and will favorably consider a waiver based on the good faith effort of a project sponsor to provide permanent housing under subsection (c).

(b) *Residency limitations—*(1) *Residency.* A short-term supported facility may not provide shelter or housing at any single time for more than 50 families or individuals;

(2) *Waiver of residency limitations.* HUD may waive, as it determines appropriate, the limitations of paragraph (b)(1) of this section.

(c) *Placement.* A short-term supported housing facility assisted under this part must, to the maximum extent practicable, provide each individual living in such housing the opportunity

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for placement in permanent housing or in a living environment appropriate to his or her health and social needs.

(d) *Assistance to continue independent living.* In addition to the supportive services provided when an individual is relocated to a short-term supported housing facility, supportive services may be provided to individuals when they remain in their residence because the residence is appropriate to the needs of the individual. In the latter case, a rent, mortgage and utilities payments program assisted under this part shall provide, when reasonable, supportive services specifically designed to maintain the individual in such residence.

(e) *Case management services.* A program assisted under this section shall provide each assisted individual with an opportunity, if eligible, to receive case management services from the appropriate social service agencies.

(Paragraph (b) approved by the Office of Management and Budget under control number 2506-0133)

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994]

#### § 574.340 Additional standards for community residences.

(a) A community residence is a multiunit residence designed for eligible persons to provide a lower cost residential alternative to institutional care; to prevent or delay the need for such care; to provide a permanent or transitional residential setting with appropriate services to enhance the quality of life for those who are unable to live independently; and to enable such persons to participate as fully as possible in community life.

(b) If grant funds are used to provide a community residence, except for planning and other expenses preliminary to construction or other physical improvement for a community residence, the grantee must, prior to the expenditure of such funds, obtain and keep on file the following certifications:

(1) *A services agreement.* (i) A certification that the grantee will itself provide services as required by § 574.310(a) to eligible persons assisted by the community residence; or

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(ii) A certification that the grantee has entered into a written agreement with a project sponsor or contracted service provider to provide services as required by § 574.310(a) to eligible persons assisted by the community residence;

(2) *The adequacy of funding.* (i) A certification that the grantee has acquired sufficient funding for these services; or

(ii) A certification that the grantee has on file an analysis of the service level needed for each community residence, a statement of which grantee agency, project sponsor, or service provider will provide the needed services, and a statement of how the services will be funded; and

(3) *Capability.* (i) A certification that the grantee is qualified to provide the services; or

(ii) A certification that the project sponsor or the service provider is qualified to provide the services.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994]

#### § 574.350 Additional standards for broadband infrastructure.

Any new construction or substantial rehabilitation, as substantial rehabilitation is defined by 24 CFR 574.3, of a building with more than 4 rental units, for which HOPWA funds are first obligated by the grantee or project sponsor on or after January 19, 2017 must include installation of broadband infrastructure, as this term is defined in 24 CFR 5.100, except where the grantee or project sponsor determines and, in accordance with § 574.530, documents the determination that:

(a) The location of the new construction or substantial rehabilitation makes installation of broadband infrastructure infeasible;

(b) The cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden; or

(c) The structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible.

[81 FR 92637, Dec. 20, 2016]



**Subpart E—Special Responsibilities of Grantees and Project Sponsors**

**§ 574.400 Prohibition of substitution of funds.**

Amounts received from grants under this part may not be used to replace other amounts made available or designated by State or local governments through appropriations for use for the purposes of this part.

**§ 574.410 Capacity.**

The grantee shall ensure that any project sponsor with which the grantee contracts to carry out an activity under this part has the capacity and capability to effectively administer the activity.

**§ 574.420 Cooperation.**

(a) The grantee shall agree, and shall ensure that each project sponsor agrees, to cooperate and coordinate in providing assistance under this part with the agencies of the relevant State and local governments responsible for services in the area served by the grantee for eligible persons and other public and private organizations and agencies providing services for such eligible persons.

(b) A grantee that is a State shall obtain the approval of the unit of general local government in which a project is to be located before entering into a contract with a project sponsor to carry out an activity authorized under this part.

(c) A grantee that is a city receiving a formula allocation for an EMSA shall coordinate with other units of general local government located within the metropolitan statistical area to address needs within that area.

**§ 574.430 Fee prohibitions.**

The grantee shall agree, and shall ensure that each project sponsor agrees, that no fee, except rent, will be charged of any eligible person for any housing or services provided with amounts from a grant under this part.

**§ 574.440 Confidentiality.**

The grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the

name of any individual assisted under this part and any other information regarding individuals receiving assistance.

**§ 574.450 Financial records.**

The grantee shall agree, and shall ensure that each project sponsor agrees, to maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of amounts received from a grant under this part.

**§ 574.460 Remaining participants following bifurcation of a lease or eviction as a result of domestic violence, dating violence, sexual assault, or stalking.**

When a covered housing provider exercises the option to bifurcate a lease, as provided in 24 CFR 5.2009(a), in order to evict, remove, terminate occupancy rights, or terminate assistance to a person with AIDS or related diseases that receives rental assistance or resides in rental housing assisted under the HOPWA program for engaging in criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, the covered housing provider shall provide the remaining persons residing in the unit a reasonable grace period to establish eligibility to receive HOPWA assistance or find alternative housing. The grantee or project sponsor shall set the reasonable grace period, which shall be no less than 90 calendar days, and not more than one year, from the date of the bifurcation of the lease. Housing assistance and supportive services under the HOPWA program shall continue for the remaining persons residing in the unit during the grace period. The grantee or project sponsor shall notify the remaining persons residing in the unit of the duration of the reasonable grace period and may assist them with information on other available housing programs and with moving expenses.

[81 FR 80806, Nov. 16, 2016]

**Subpart F—Grant Administration**

**§ 574.500 Responsibility for grant administration.**

(a) *General.* Grantees are responsible for ensuring that grants are administered in accordance with the requirements of this part and other applicable laws. Grantees are responsible for ensuring that their respective project sponsors carry out activities in compliance with all applicable requirements.

(b) *Grant agreement.* The grant agreement will provide that the grantee agrees, and will ensure that each project sponsor agrees, to:

(1) Operate the program in accordance with the provisions of these regulations and other applicable HUD regulations;

(2) Conduct an ongoing assessment of the housing assistance and supportive services required by the participants in the program;

(3) Assure the adequate provision of supportive services to the participants in the program; and

(4) Comply with such other terms and conditions, including recordkeeping and reports (which must include racial and ethnic data on participants) for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

(c) *Enforcement.* HUD will enforce the obligations in the grant agreement in accordance with the provisions of 24 CFR part 200, subpart D. A grantee will be provided an opportunity for informal consultation before HUD will exercise any remedies authorized in 24 CFR 200.338.

[57 FR 61740, Dec. 28, 1992, as amended at 80 FR 75938, Dec. 7, 2015]

**§ 574.510 Environmental procedures and standards.**

(a) Activities under this part are subject to HUD environmental regulations in part 58 of this title, except that HUD will perform an environmental review in accordance with part 50 of this title for any competitive grant for Fiscal Year 2000.

(b) The recipient, its project partners and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct prop-

erty for a project under this part, or commit or expend HUD or local funds for such eligible activities under this part, until the responsible entity (as defined in § 58.2 of this title) has completed the environmental review procedures required by part 58 and the environmental certification and RROF have been approved (or HUD has performed an environmental review and the recipient has received HUD approval of the property). HUD will not release grant funds if the recipient or any other party commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

(c) For activities under a grant to a nonprofit entity that would generally be subject to review under part 58, HUD may make a finding in accordance with § 58.11(d) and may itself perform the environmental review under the provisions of part 50 of this title if the recipient nonprofit entity objects in writing to the responsible entity's performing the review under part 58. Irrespective of whether the responsible entity in accord with part 58 (or HUD in accord with part 50) performs the environmental review, the recipient shall supply all available, relevant information necessary for the responsible entity (or HUD, if applicable) to perform for each property any environmental review required by this part. The recipient also shall carry out mitigating measures required by the responsible entity (or HUD, if applicable) or select alternate eligible property.

[68 FR 56130, Sept. 29, 2003]

**§ 574.520 Performance reports.**

(a) *Formula grants.* For a formula grant recipient, the performance reporting requirements are specified in 24 CFR part 91.

(b) *Competitive grants.* A grantee shall submit to HUD annually a report describing the use of the amounts received, including the number of individuals assisted, the types of assistance provided, data on emergency transfers requested under 24 CFR 5.2005(e), pertaining to victims of domestic violence, dating violence, sexual assault,

or stalking, including data on the outcomes of such requests, and any other information that HUD may require. Annual reports are required until all grant funds are expended.

[60 FR 1918, Jan. 5, 1995, as amended at 81 FR 80806, Nov. 16, 2016]

#### § 574.530 Recordkeeping.

Each grantee must ensure that records are maintained for a 4-year period to document compliance with the provisions of this part. Grantees must maintain the following:

(a) Current and accurate data on the race and ethnicity of program participants.

(b) Documentation related to the formula grantee's Assessment of Fair Housing, as described in 24 CFR 5.168.

(c) Data on emergency transfers requested under 24 CFR 5.2005(e), pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.

[80 FR 42368, July 16, 2015, as amended at 81 FR 80806, Nov. 16, 2016]

#### § 574.540 Deobligation of funds.

HUD may deobligate all or a portion of the amounts approved for eligible activities if such amounts are not expended in a timely manner, or the proposed activity for which funding was approved is not provided in accordance with the approved application or action plan and the requirements of this regulation. HUD may deobligate any amount of grant funds that have not been expended within a three-year period from the date of the signing of the grant agreement. The grant agreement may set forth other circumstances under which funds may be deobligated or sanctions imposed.

[61 FR 7963, Feb. 29, 1996]

### Subpart G—Other Federal Requirements

#### § 574.600 Cross-reference.

The Federal requirements set forth in 24 CFR part 5 apply to this program as specified in this subpart.

[61 FR 5209, Feb. 9, 1996]

#### § 574.603 Nondiscrimination and equal opportunity.

Within the population eligible for this program, the nondiscrimination and equal opportunity requirements set forth in 24 CFR part 5 and the following requirements apply:

(a) *Fair housing requirements.* (1) Grantees and project sponsors shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101–12213) and implementing regulations at 28 CFR part 35 (States and local government grantees) and part 36 (public accommodations and requirements for certain types of short-term housing assistance).

(2) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) does not apply to this program.

(b) *Affirmative outreach.* A grantee or project sponsor must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 33894, June 30, 1994. Redesignated and amended at 61 FR 5209, Feb. 9, 1996; 61 FR 7964, Feb. 29, 1996]

#### § 574.604 Protections for victims of domestic violence, dating violence, sexual assault, and stalking.

(a) *General*—(1) *Applicability of VAWA requirements.* Except as provided in paragraph (a)(2) of this section, the Violence Against Women Act (VAWA) requirements set forth in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), apply to housing assisted with HOPWA grant funds for acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing; new construction; and operating costs, as provided in § 574.300. The requirements set forth in 24 CFR part 5, subpart L, also apply

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to project-based and tenant-based rental assistance, as provided in §§ 574.300 and 574.320, and community residences, as provided in § 574.340.

(2) Limited applicability of VAWA requirements. The VAWA requirements set forth in 24 CFR part 5, subpart L do not apply to short-term supported housing, as provided in § 574.330, except that no individual may be denied admission to or removed from the short-term supported housing on the basis or as a direct result of the fact that the individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual otherwise qualifies for admission or occupancy.

(3) The terms "affiliated individual," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in 24 CFR 5.2003.

(b) *Covered housing provider.* As used in this part, the term, "covered housing provider," which is defined in 24 CFR 5.2003, refers to the HOPWA grantee, project sponsor, or housing or facility owner, or manager, as described in this section.

(1)(i) For housing assisted with HOPWA grant funds for acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing; new construction; operating costs; community residences; and project-based rental assistance, the HOPWA grantee is responsible for ensuring that each project sponsor undertakes the following actions (or, if administering the HOPWA assistance directly, the grantee shall undertake the following actions):

(A) Sets a policy for determining the "reasonable grace period" for remaining persons residing in the unit to establish eligibility for HOPWA assistance or find alternative housing, which period shall be no less than 90 calendar days nor more than one year from the date of bifurcation of a lease, consistent with 24 CFR 574.460;

(B) Provides notice of occupancy rights and the certification form at the times listed in paragraph (d) of this section;

(C) Adopts and administers an emergency transfer plan, as developed by the grantee in accordance with 24 CFR

5.2005(e) of this section, and facilitates emergency transfers; and

(D) Maintains the confidentiality of documentation submitted by tenants requesting emergency transfers and of each tenant's housing location consistent with § 574.440 and 24 CFR 5.2007(c).

(ii)(A) If a tenant seeks VAWA protections, set forth in 24 CFR part 5, subpart L, the tenant must submit such request through the project sponsor (or the grantee if the grantee is directly administering HOPWA assistance). Grantees and project sponsors will work with the housing or facility owner or manager to facilitate protections on the tenant's behalf. Project sponsors must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c).

(B) The grantee or project sponsor is responsible for ensuring that the housing or facility owner or manager develops and uses a HOPWA lease addendum with VAWA protections and is made aware of the option to bifurcate a lease in accordance with § 574.460 and 24 CFR 5.2009.

(2)(i) For tenant-based rental assistance, the HOPWA grantee is responsible for ensuring that each project sponsor providing tenant-based rental assistance undertakes the following actions (or, if administering the HOPWA assistance directly, the grantee shall undertake the following actions):

(A) Sets policy for determining the "reasonable grace period" for remaining persons residing in the unit to establish eligibility for HOPWA assistance or find alternative housing, which period shall be no less than 90 calendar days and no more than one year from the date of bifurcation of a lease, consistent with 24 CFR 574.460;

(B) Provides notice of occupancy rights and the certification form at the times listed in paragraph (d) of this section;

(C) Adopts and administers an emergency transfer plan, as developed by the grantee in accordance with 24 CFR 5.2005(e) of this section, and facilitates emergency transfers; and

(D) Maintains the confidentiality of documentation submitted by tenants requesting emergency transfers and of

each tenant's housing location consistent with § 574.440 and 24 CFR 5.2007(c).

(ii)(A) If a tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the tenant must submit such request through the project sponsor (or the grantee if the grantee is directly administering HOPWA assistance). The project sponsor will work with the housing owner or manager to facilitate protections on the tenant's behalf. Project sponsors must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c). The project sponsor (or the grantee if the grantee is directly administering HOPWA assistance) is also responsible for determining on a case-by-case basis whether to provide new tenant-based rental assistance to a remaining tenant if lease bifurcation or an emergency transfer results in division of the household.

(B) The grantee or project sponsor is responsible for ensuring that the housing owner or manager develops and uses a HOPWA lease addendum with VAWA protections and is made aware of the option to bifurcate a lease in accordance with § 574.460 and 24 CFR 5.2009.

(c) *Effective date.* The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking applied upon enactment of VAWA 2013 on March 7, 2013. For formula grants, compliance with the VAWA regulatory requirements under this section and 24 CFR part 5, subpart L, are required for any project covered under § 574.604(a) for which the date of the HOPWA funding commitment is made on or after *December 16, 2016*. For competitive grants, compliance with the VAWA regulatory requirements under this section and 24 CFR part 5, subpart L, are required for awards made on or after *December 16, 2016*.

(d) *Notification requirements.* (1) As provided in paragraph (b) of this section, the grantee is responsible for ensuring that the notice of occupancy rights and certification form described in 24 CFR 5.2005(a) is provided to each

person receiving project-based or tenant-based rental assistance under HOPWA or residing in rental housing assisted under the eligible activities described in § 574.604(a) at the following times:

(i) At the time the person is denied rental assistance or admission to a HOPWA-assisted unit;

(ii) At the time the person is admitted to a HOPWA-assisted unit or is provided rental assistance;

(iii) With any notification of eviction from the HOPWA-assisted unit or notification of termination of rental assistance; and

(iv) During the 12-month period following December 16, 2016, either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.

(2) The grantee is responsible for ensuring that, for each tenant receiving HOPWA tenant-based rental assistance, the owner or manager of the tenant's housing unit commits to provide the notice of occupancy rights and certification form described in 24 CFR 5.2005 with any notification of eviction that the owner or manager provides to the tenant during the period for which the tenant is receiving HOPWA tenant-based rental assistance. This commitment, as well as the confidentiality requirements under 24 CFR 5.2007(c), must be set forth in the VAWA lease term/addendum required under paragraph (f) of this section.

(e) *Definition of reasonable time.* For the purpose of 24 CFR 5.2009(b), the reasonable time to establish eligibility or find alternative housing following bifurcation of a lease is the reasonable grace period described in § 574.460.

(f) *VAWA lease term/addendum.* As provided in paragraph (b) of this section, the grantee or project sponsor is responsible for ensuring that the housing or facility owner or manager, as applicable, develops and uses a VAWA lease term/addendum to incorporate all requirements that apply to the housing or facility owner or manager under 24 CFR part 5, subpart L, and this section,

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including the prohibited bases for eviction under 24 CFR 5.2005(b), the provisions regarding construction of lease terms and terms of assistance under 24 CFR 5.2005(c), and the confidentiality of documentation submitted by tenants requesting emergency transfers and of each tenant's housing location consistent with 24 CFR 5.2007(c). The VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if a determination is made that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). The grantee or project sponsor is responsible for ensuring that the housing or facility owner, or manager, as applicable, adds the VAWA lease term/addendum to the leases for all HOPWA-assisted units and the leases for all eligible persons receiving HOPWA tenant-based rental assistance.

[81 FR 80806, Nov. 16, 2016]

**§ 574.605 Applicability of uniform administrative requirements, cost principles, and audit requirements for Federal awards.**

The provisions of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", apply to HOPWA grants.

[80 FR 75938, Dec. 7, 2015]

**§ 574.625 Conflict of interest.**

(a) In addition to the conflict of interest requirements in 2 CFR 200.317 (for recipients and subrecipients that are States) and 2 CFR 200.318 (for recipients and subrecipients that are not States), no person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee or project sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has fam-

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ily or business ties, during his or her tenure or for one year thereafter.

(b) *Exceptions: Threshold requirements.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (a) of this section when it determines that the exception will serve to further the purposes of the HOPWA program and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(c) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (b) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(2) Whether the person affected is a member of a group or class of eligible persons and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (a) of this section;

(5) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

[57 FR 61740, Dec. 28, 1992, as amended at 80 FR 75938, Dec. 7, 2015]

**§ 574.630 Displacement, relocation and real property acquisition.**

(a) *Minimizing displacement.* Consistent with the other goals and objectives of this part, grantees and project sponsors must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under this part.

(b) *Relocation assistance for displaced persons.* A displaced person (defined in paragraph (f) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

(c) *Real property acquisition requirements.* The acquisition of real property for a project is subject to the URA and the requirements described in 49 CFR part 24, subpart B.

(d) *Appeals.* A person who disagrees with the grantee's or project sponsor's determination concerning whether the person qualifies as a "displaced person," or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the grantee. A low-income person who is dissatisfied with the grantee's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

(e) *Responsibility of grantee.* (1) Each grantee shall certify (i.e., provide assurance of compliance as required by 49 CFR part 24) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and shall ensure such compliance notwithstanding any third party's contractual obligation to the grantee to comply with these provisions.

(2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs

also may be paid for with funds available from other sources.

(3) The grantee shall maintain records in sufficient detail to demonstrate compliance with these provisions.

(f) *Definition of displaced person.* (1) For purposes of this section, the term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under this part. This includes any permanent, involuntary move for an assisted project including any permanent move for an assisted project, including any permanent move from the real property that is made:

(i) After notice by the grantee, project sponsor, or property owner to move permanently from the property, if the move occurs on or after the date that the grantee submits to HUD an application for assistance that is later approved and funded;

(ii) Before the submission of the application to HUD, if the grantee, project sponsor, or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the assisted project; or

(iii) By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

(A) The tenant moves after the "initiation of negotiations" and the move occurs before the tenant has been provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

(1) The tenant's monthly rent before the initiation of negotiations and estimated average utility costs, or

(2) 30 percent of gross household income; or

(B) The tenant is required to relocate temporarily, does not return to the building/complex and either:

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(1) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or

(2) Other conditions of the temporary relocation are not reasonable; or

(C) The tenant is required to move to another unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

(2) Notwithstanding the provisions of paragraph (f)(1) of this section, a person does not qualify as a "displaced person" (and is not eligible for relocation assistance under the URA or this section), if:

(i) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State or local law, or other good cause, and HUD determines that the eviction was not undertaken for the purposes of evading the obligation to provide relocation assistance;

(ii) The person moved into the property after the submission of the application and, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, or suffer a rent increase) and the fact that the person would not qualify as a "displaced person" (or for any assistance provided under this section), if the project is approved;

(iii) The person is ineligible under 49 CFR 24.2(g)(2); or

(iv) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(3) The grantee or project sponsor may request, at any time, HUD's determination of whether a displacement is or would be covered under this section.

(g) *Definition of initiation of negotiations.* For purposes of determining the formula for computing the replacement housing assistance to be provided to a residential tenant displaced as a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, the term "initiation of negotiations" means the execution

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of the agreement between the grantee and the project sponsor.

**§ 574.635 Lead-based paint.**

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, H, J, K, M, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

**§ 574.640 Flood insurance protection.**

No property to be assisted under this part may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(a)(1) The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR parts 59 through 79); or

(2) Less than a year has passed since FEMA notification regarding such hazards; and

(b) The grantee will ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 *et seq.*).

**§ 574.645 Coastal barriers.**

In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this part may be made available within the Coastal Barrier Resources System.

**§ 574.650 Audit.**

Grantees and project sponsors are subject to the audit requirements set forth in 2 CFR part 200, subpart F.

[80 FR 75938, Dec. 7, 2015]

**§ 574.655 Wage rates.**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.

[59 FR 17201, Apr. 11, 1994]



**§ 574.660 Housing counseling.**

Housing counseling, as defined in § 5.100, that is funded with or provided in connection with HOPWA funds must be carried out in accordance with § 5.111. When grantees provide housing services to eligible persons (including persons undergoing relocation) that are incidental to a larger set of holistic case management services, these services do not meet the definition of housing counseling, as defined in § 5.100, and therefore are not required to be carried out in accordance with the certification requirements of § 5.111.

[81 FR 90659, Dec. 14, 2016, as amended at 82 FR 8811, Jan. 31, 2017]

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- 576.407 Other Federal requirements.
- 576.408 Displacement, relocation, and acquisition.
- 576.409 Protection for victims of domestic violence, dating violence, sexual assault, or stalking.

**Subpart F—Grant Administration**

- 576.500 Recordkeeping and reporting requirements.
- 576.501 Enforcement.

AUTHORITY: 12 U.S.C. 1701x, 1701 x-1; 42 U.S.C. 11371 *et seq.*, 42 U.S.C. 3535(d).

SOURCE: 76 FR 75974, Dec. 5, 2011, unless otherwise noted.

**Subpart A—General Provisions**

**§ 576.1 Applicability and purpose.**

This part implements the Emergency Solutions Grants (ESG) program authorized by subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378). The program authorizes the Department of Housing and Urban Development (HUD) to make grants to States, units of general purpose local government, and territories for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain expenses related to operating emergency shelters, for essential services related to emergency shelters and street outreach for the homeless, and for homelessness prevention and rapid re-housing assistance.

**§ 576.2 Definitions.**

*At risk of homelessness* means: (1) An individual or family who:

- (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (ii) Does not have sufficient resources or support networks, *e.g.*, family,

**HOPWA Subrecipient Agreement 2018-2019**

**EXHIBIT D**

**KEY PERSONNEL**

**HOPWA Funding FY 2018-2019**

| <b>Position</b>                  | <b>Name of Employee</b> |
|----------------------------------|-------------------------|
| Principal Development Specialist | Tanya Torno             |
| HOPWA Coordinator                | Lindsay Sisti           |
| Senior Accountant                | Michele Jordan          |
| Inspector                        | Daniel Rubin            |

**EXHIBIT E**

**AUTHORIZED SIGNATURES ON TRANSACTION DOCUMENTS**

Please identify those individuals and/or positions within your organization with binding authority to execute transaction documents on behalf of your organization. Please use the enclosed instructions labeled as Authorized Signatures on Transaction Documents.

*PLACEHOLDER  
FOR 2019  
COUNTY  
BOARD  
OF  
SUPERVISORS  
REPORT*

## EXHIBIT "F"

### FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA or "Transparency Act") was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on [www.USASpending.gov](http://www.USASpending.gov) associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each sub-award(s) greater than \$25,000:

- Name of the entity receiving the award;
- Amount of the award;
- NAICS code for contracts / CFDA program number for grants;
- Information on the award including purpose of the funding action;
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier (DUNS #) of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity;

**OR**, the requirement will also apply if an entity, in the preceding fiscal year, received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

THE TRANSPARENCY ACT REQUIRES THAT ANY FEDERAL AWARD OR SUB-AWARD RECIPIENT, FOR AN AMOUNT GREATER THAN \$25,000, IS REQUIRED TO PROVIDE THE INFORMATION SET FORTH IN THE (ABOVE) BULLET LIST. ACCORDINGLY, PLEASE COMPLETE THE FOLLOWING:

I, Carrie Harmon (print name), hereby agree that:

I read and understand the information provided above.

I acknowledge and agree that:  
(Please check one of the following)

N/A (agency name) does not meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

Housing Authority of the County of Riverside (agency name) does meet the above threshold\* requiring names and total compensation of the five most highly compensated officers of the entity.

\*If agency meets the above threshold, the agency MUST complete the section below identifying the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

|    | Names of Executive | Total Compensation |
|----|--------------------|--------------------|
| 1. | Sharon Espejo      | \$130,878          |
| 2. | Juan Garcia        | \$109,472          |
| 3. | Cindy Hu - Marala  | \$109,076          |
| 4. | Thomas Lind        | \$108,757          |
| 5. | Theresa Tolino     | \$69,347           |

Carrie Harmon  
Signature of President/Executive Director/Board Chair

3/20/18  
Date

Carrie Harmon, Executive Director  
Printed Name of President/Executive Director/Board Chair

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)  
CONTRACT OF SERVICES BETWEEN  
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE AND  
< INSERT HERE >**

This Housing Opportunities for Persons with AIDS (HOPWA) Contract of Services ("Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, a public entity, corporate and politic ("HACR"), and < INSERT HERE >, a California public benefit corporation ("CONTRACTOR").

**1. PURPOSE**

The purpose of this Contract is to provide persons with Acquired Immunodeficiency Syndrome (AIDS) or related diseases who are low-income, and their families, with the following services as more specifically set forth in Exhibit "A" attached hereto and incorporated herein by this reference:

- A. Supportive Services-Personnel
- B. Project Based assistance
- C. Short-term housing/utility assistance
- D. Permanent Housing Placement

**2. DEFINITION OF TERMS**

- 2.1 CFR-Code of Federal Regulations.
- 2.2 Contractor-< INSERT HERE >, the actual provider of eligible activities.
- 2.3 Grantee -The City of Riverside, the legal entity to which a grant is awarded and that is accountable for the use of the funds.
- 2.4 HUD-The U.S. Department of Housing and Urban Development.
- 2.5 Project Sponsor -The Housing Authority of the County of Riverside (HACR), a governmental agency that receives funds from the Grantee to carry out eligible activities identified in Chapter 24 of the Code of Federal Regulations, Part 574.
- 2.6 Regulations- 24 CFR Part 574, Housing Opportunities for Persons with AIDS.

**3. TERM OF CONTRACT**

- 3.1 The term of this CONTRACT shall begin on **July 1, 2017** and shall continue until the funds are expended or until **June 30, 2018**, whichever occurs first.
- 3.2 HACR, in its sole discretion, may choose to amend the Contract to extend the term for a period of up to 12 months by delivering, in writing, to CONTRACTOR, a notice of amendment describing the terms of the extension.
- 3.3 During the term of this Contract, Contractor shall comply with the following laws and agreements, as they may be amended from time to time:

- A. Chapter 24 of the Code of Federal Regulations (CFR) Part 574 ("Regulations");
- B. The Housing Opportunities for Persons with AIDS Grant Agreement between HUD and the City of Riverside for fiscal year 2017/2018; and

All of the above-mentioned documents are incorporated herein by this reference and available for review in the HACR offices or in the Office of the City Clerk, City of Riverside; 3900 Main Street; Riverside, CA 92501, during normal business hours.

#### **4. BUDGET AND SCOPE OF WORK**

- 4.1 The CONTRACTOR shall provide services as outlined and specified in the Scope of Work and Budget/Invoice, attached hereto as Exhibit "A" and incorporated by this reference, at the not to exceed fee stated in Section 5 and as provided in the Budget/Invoice set forth in Exhibit "A."
- 4.2 The CONTRACTOR represents that it has the experience, personnel, equipment, and facilities necessary to fully and adequately perform under this Agreement and the HACR relies upon this representation. The CONTRACTOR shall perform to the satisfaction of the HACR and in conformance to and consistent with the highest standards of service providers in the same discipline in the State of California.
- 4.3 The CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Contract, and the CONTRACTOR agrees it can properly perform this work at the fee stated in Section 5. The CONTRACTOR is not to perform services or provide products outside of the Contract, unless by written request by the HACR.
- 4.4 Acceptance by the HACR of CONTRACTOR'S performance under this Contract does not operate as a release of the CONTRACTOR'S responsibility for full compliance with the terms of this Contract.

#### **5. REIMBURSEMENT PROCEDURE**

- 5.1 The HACR shall pay CONTRACTOR for services performed, products provided and expenses incurred for the Scope of Work set forth in Exhibit "A" pursuant to the payment schedule set forth in this Section 5. Maximum payment by HACR to CONTRACTOR shall not < INSERT HERE >, including all expenses. The HACR is not responsible for any fees or costs incurred above or beyond the Contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by HACR in writing.
- 5.2 The CONTRACTOR shall be paid only in accordance with an invoice submitted to the HACR by CONTRACTOR, and HACR shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by HACR. Reimbursements will be based on actual costs incurred.

- A. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total.
  - B. In accordance with California Government Code Section 926.10, HACR is not allowed to pay excess interest and late charges.
- 5.3 The HACR obligation for payment of this Contract beyond the current fiscal year end is contingent upon and limited by the availability of the HACR funding from which payment can be made. No legal liability on the part of the HACR shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, the HACR shall immediately notify the CONTRACTOR in writing; and this Contract shall be deemed terminated and have no further force and effect.
- 5.4 The CONTRACTOR shall submit a monthly invoice for actual expenses incurred in providing the Contracted services along with appropriate documentation of expenditures (receipts, copies of checks issued, time cards, travel expense, etc). The "Participant Profile" (**Exhibit B**) must be completed monthly and submitted with each invoice to the HACR for reimbursement. HACR shall reimburse the CONTRACTOR for all documented expenses deemed acceptable which are in accordance with (**Exhibit A**) and (**Exhibit H**) the "Regulations".
- 5.5 The Invoice and the Participant Profile must be submitted within **five (5) days** of the end of the reporting period. Expenditures may not be reimbursed if the documentation is not received in a timely manner.
- 5.6 Reimbursement to the CONTRACTOR is contingent upon the Grantee receiving funds from the HUD and the HACR receiving funding from the Grantee.

## **6. REPORTING REQUIREMENTS**

- 6.1 The Invoice, appropriate documentation of expenditures and the Participant Profile shall be submitted to HACR monthly as mentioned in Paragraph 5 above.
- 6.2 The CONTRACTOR must submit documentation of the service provided utilizing the participant's name as a condition of reimbursement. This requires that the CONTRACTOR develop a document for the participant to sign allowing him/her to acknowledge that, although the strictest confidentiality is observed, their name will be given to the Project Administrator and Grantee as a condition of receiving the service.
- 6.3 Acceptance of this award indicates the CONTRACTOR's assurance to comply with future data requirements as they are developed by Federal and local program staff and representatives.



**7. ALLOCATION OF FUNDS**

7.1 The maximum amount payable to the CONTRACTOR pursuant to this CONTRACT shall be as follows:

|                 |  |           |
|-----------------|--|-----------|
| <b>FY 17/18</b> | <b>Supportive Services- Personnel</b>        | <b>\$</b> |
| <b>FY 17/18</b> | <b>Project Based assistance</b>              | <b>\$</b> |
| <b>FY 17/18</b> | <b>Short-term housing/utility assistance</b> | <b>\$</b> |
| <b>FY 17/18</b> | <b>Permanent Housing Placement</b>           | <b>\$</b> |
|                 | <b>TOTAL</b>                                 | <b>\$</b> |

7.2 The CONTRACTOR agrees that if, during the term of this Contract, HACR determines that the maximum amount specified in 7A of this Contract will not be expended, HACR, in its sole and absolute discretion, reserves the right to reduce the Contract amount as determined by review of the Invoices. Reductions will be made in accordance with the provisions outlined in Paragraph 9 entitled CONTRACT AMENDMENT, or Paragraph 10 entitled CONTRACT TERMINATION.

**8. CONDITIONS OF CONTRACT**

8.1 Only eligible costs directly incurred during the provision of services listed in Section 7.1 above (see 24 CFR 574.300) will be eligible for reimbursement.

8.2 As per the **Guidelines for Eligibility (Exhibit I)** and in order to provide short-term housing assistance, the CONTRACTOR agrees to:

- A. Obtain verification of client's income and diagnosis in order to determine client eligibility.
- B. Assess the client's needs.
- C. Research internal documents showing the past amounts of assistance and the time-frame covered by this assistance.
- D. Contact other providers of HOPWA-funded short-term rent, mortgage, and utility payments in order to ensure that the client does not receive short-term housing assistance in excess of 21 weeks out of any 52 week period (see 24 CFR 574.330 (a)(1)).
- E. Provide only assistance necessary to prevent homelessness, up to a maximum of 21 weeks out of 52 (see 24 CFR 574.330 (a) (1)).

8.3 The CONTRACTOR will have a TB/HIV policy for their staff and volunteers, as is required by the State of California's Occupational Safety and Health Administration (OSHA) guidelines.

**9. LICENSING AND PERMITS**

The CONTRACTOR shall comply with all State or other licensing requirements. The CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Contract as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Contract relative to the Scope of Work to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

**10. NON-DISCRIMINATION**

The CONSULTANT shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, marital status or sex in the performance of this Contract; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

The CONTRACTOR agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto in the execution of the duties and responsibilities under the Contract.

**11. CONTRACT TERMINATION**

11.1 This CONTRACT may be terminated in whole or in part without cause by either party upon 30 days advance written notice to the other party. Such notification shall state the effective date of termination. In the event of such termination, in full or in part, the CONTRACTOR shall take immediate steps to reduce the incurred costs. CONTRACTOR shall be entitled to payment of all costs and non-negotiable obligations allowed under the terms of this CONTRACT incurred to the date of termination in an amount not to exceed the maximum allowable under Paragraph 7A.

11.2 HACR may immediately, upon notice, terminate this CONTRACT in whole or in part for cause, included but not limited to, CONTRACTOR failing to materially perform the services promised in this CONTRACT. In the event of such termination, HACR shall be relieved of the payment of any consideration to CONTRACTOR for the terminated portion of the Contract. HACR may proceed with the terminated work in any manner deemed proper. The cost to HACR shall be deducted from any sum due to CONTRACTOR under this Contract.

- 11.3 After receipt of the notice of termination, the CONTRACTOR shall:
- A. Stop all work under this Contract on the date specified in the notice of termination; and
  - B. Transfer to the HACR and deliver in the manner as directed by the HACR any materials, reports or other products which, if the Contract had been completed or continued, would have been required to be furnished to the HACR.
- 11.4 The CONTRACTOR's rights under this Contract shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Contract by the CONTRACTOR; or in the event of the CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Contract. In such event, the CONTRACTOR shall not be entitled to any further compensation under this Contract.
- 11.5 The rights and remedies of the HACR provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Contract.

## **12. MONITORING ACTIVITIES**

- 12.1 The CONTRACTOR shall provide any necessary assistance to HACR in carrying out its monitoring activities and inspection rights as provided in this Contract. The CONTRACTOR shall make available all records, materials, data, information, and appropriate staff to authorized State, Federal and/or HACR representatives, and shall cooperate fully in the monitoring and audit process.
- 12.2 All performance shall be subject to inspection by the HACR. The CONTRACTOR shall provide adequate cooperation to the HACR representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Contract. If any services performed or products provided by the CONTRACTOR are not in conformance with the terms of this Contract, the HACR shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Contract at no additional cost to the HACR. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the HACR shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Contract; and/or (2) reduce the Contract price to reflect the reduced value of the services performed or products provided. The HACR may also terminate this Contract for default and charge to the CONTRACTOR any costs incurred by the HACR because of the CONTRACTOR's failure to perform.
- 12.3 The CONTRACTOR shall establish adequate procedures for self-monitoring to ensure proper performance under this Contract; and shall permit a HACR representative to monitor, assess or evaluate the CONTRACTOR's performance under this Contract at any time upon reasonable notice to the CONTRACTOR.

**13. PUBLICITY**

CONTRACTOR agrees to submit to HACR, prior to release, copies of any proposed publicity pertaining to this CONTRACT. HACR reserves the right to modify or withdraw said publicity.

**14. CONDUCT OF THE CONTRACTOR**

14.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or Contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the CONTRACTOR's performance under this Contract. The CONTRACTOR further covenants that no person or Sub-Contractor having any such interest shall be employed or retained by CONTRACTOR under this Contract. The CONTRACTOR agrees to inform the HACR of all CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the HACR's interests.

14.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Contract.

14.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to HACR employees.

**15. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, for purposes relating to this Contract, an independent Contractor and shall not be deemed an employee of the HACR. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subContractor's) shall in no event be entitled to any benefits to which the HACR employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and the CONTRACTOR shall hold the HACR harmless from any and all claims that may be made against the HACR based upon any contention by a third party that an employer-employee relationship exists by reason of this Contract. It is further understood and agreed by the parties that the CONTRACTOR in the performance of this Contract is subject to the control or direction of the HACR merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**16. SUBCONTRACT FOR WORK OR SERVICES**

No Contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Contract without the prior written approval of the COUNTY; but this provision shall not require the approval of Contracts of employment between the CONTRACTOR and personnel assigned under this Contract, or for parties named in the proposal and agreed to under this Contract.

**17. AUTHORITY TO EXECUTE**

The persons executing this CONTRACT on behalf of the parties warrant and represent that they have the authority to execute this CONTRACT on behalf of each respective party and further warrant and represent that they have the authority to bind each respective party to the performance of its obligations hereunder.

**18. PROGRAM ADMINISTRATION**

All invoices for payment and other official communications shall be mailed to:

**HOPWA – Lindsay Sisti- HOPWA Coordinator  
Housing Authority of the County of Riverside  
5555 Arlington Avenue  
Riverside, California 92504  
(951) 343-5421**

**19. FISCAL DOCUMENTATION**

- 19.1 Adequate written documentation of each transaction shall be maintained for a period of four (4) years or until an audit is completed, whichever comes first.
- 19.2 If the eligibility of expenditures cannot be determined because records or documentation of the CONTRACTOR are nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by HACR.

**20. MEETINGS**

The CONTRACTOR shall make staff available to HACR for training and meetings which HACR may find necessary from time to time.

**21. CONFIDENTIALITY**

- 21.1 Records relating to any program activity, service, or category executed in reference to this CONTRACT containing personally identifying information, which were developed or acquired by local public health agencies shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes or pursuant to a written authorization by the person who is the subject of the record or by his or her guardian or conservator.
- 21.2 CONTRACTOR understands that the Participant Profile, including the clients' names, must be completed in a timely manner as a condition of reimbursement of funds expended. The CONTRACTOR will obtain permission from the program participant (or their guardian or conservator) to release their name to the program

sponsor as a condition of receiving the service. Both the HACR and the CONTRACTOR will take every precaution to protect the privacy of the program participants.

## 22. **INSURANCE**

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the HACR, the County of Riverside and the City of Riverside harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Contract. As respects to this insurance section only, the term HACR herein refers to the HACR, City of Riverside, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective Directors, Officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the HACR.

### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, Contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the HACR as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

### **C. Vehicle Liability:**

If CONTRACTOR's vehicles or mobile equipment are used in the performance of the obligations under this CONTRACT, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the HACR as Additional Insureds.

### **D. Professional Liability Insurance:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this CONTRACT, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue

through the term of this CONTRACT and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this CONTRACT; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Contract. Upon notification of deductibles or self-insured retention's unacceptable to the HACR, and at the election of the County of Riverside's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Contract with the HACR, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the HACR prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the HACR receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the HACR has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf***

*shall sign the original endorsements for each policy and the Certificate of Insurance.*

- 4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the HACR's insurance and/or deductibles and/or self-insured retentions or self-inured programs shall not be construed as contributory.
- 5) If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract including any extensions thereof exceeds five (5) years; the HACR reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County of Riverside Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of Sub-Contractors working under this Contract.
- 7) The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the HACR.
- 8) CONTRACTOR agrees to notify HACR in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

\*Documentation to this effect must be provided to the HACR prior to the disbursement of funds and will be included in this Contract as **(Exhibit D)**.

### **23. HOLD HARMLESS/INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless the City of Riverside, Housing Authority of the County of Riverside, the County of Riverside, their respective Agencies, Districts, Special Districts and Departments, and their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives and (individually and collectively, the "Indemnified Parties") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, Sub-Contractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, Sub-Contractors, agents or representatives from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnified Parties in any claim or action based upon such alleged acts or omissions.



With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of HACR; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to HACR and the Indemnified Parties as set forth herein.

CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to HACR the appropriate form of dismissal relieving HACR and the Indemnified Parties from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the HACR and the Indemnified Parties herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnified Parties to the fullest extent allowed by law. The hold harmless and indemnification obligations set forth herein shall survive the expiration and termination of this Contract.

## **24. DISPUTES**

- 24.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Contract which is not resolved by the parties shall be decided by the County of Riverside's Compliance Contract Officer who shall furnish the decision in writing. The decision of the County of Riverside's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Contract pending the resolution of a dispute.
- 24.2 Prior to the filing of any legal action related to this Contract, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations. The parties shall jointly select a mediator acceptable to the CONTRACTOR and HACR. The mediation shall take place in Riverside County. Each party shall be responsible for its own legal fees and other expenses incident to the preparation for mediation. If the dispute cannot be resolved by mediation, neither HACR nor CONTRACTOR waives their rights to bring the appropriate legal action in a court of competent jurisdiction within the County of Riverside.

**25. CONTRACT AMENDMENT**

The Board of Commissioners and the Executive Director and/or designee, subject to the authority authorized by the Board of Commissioners, are the only authorized HACR representatives who may at any time, by written order, make alterations to this Contract.

**26. ASSIGNMENT OF THE CONTRACT**

This Contract shall not be assignable by the CONTRACTOR as to any rights or duties hereunder without the prior written consent of HACR, and any assignment attempted in violation of this provision, or any involuntary assignment, shall give HACR cause to terminate and cancel this Contract the same as for a breach thereof.

**27. ADMINISTRATION/CONTRACT LIAISON**

The HACR Executive Director, or designee, shall administer this Contract on behalf of HACR.

**28. FORCE MAJEURE**

If either party is unable to comply with any provision of this Contract due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other party receives prior written notice of such force majeure event.

**29. EDD REPORTING REQUIREMENTS**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONSULTANT(s) form **DE 542** to the Employment Development Department ("EDD"). The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the Contract being awarded to another CONTRACTOR. In the event a Contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notice of Assignment shall constitute a material breach of Agreement. If the CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. The CONTRACTOR should also contact the local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**30. APPLICABLE LAW**

The Contract shall, in all respects, be governed by the laws of the State of California applicable to Contracts executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any to act to the contrary to law, and whenever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to Contract, the latter shall prevail but the provision of this document which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

**31. EXHIBITS**

31.1 All exhibits attached to this Contract are incorporated and made a part hereof by this reference.

31.2 The following exhibits shall be signed by Contractor and incorporated herein by this reference:

- A. Section 3 Clause (**Exhibit D**)
- B. Equal Opportunity Clause (**Exhibit E**)
- C. Certification for a Drug-Free Workplace (**Exhibit F**)
- D. Certification for CONTRACTS, Grants, Loans, and Cooperative Agreements (**Exhibit G**)

31.3 The following exhibits are attached hereto and incorporated into this Contract by reference:

- A. Budget/Invoice and Scope of Work (**Exhibit A**)
- B. Participant Profile (**Exhibit B**)
- C. Certificate of Liability Insurance (**Exhibit C**)
- D. Regulations (**Exhibit H**)
- E. Guidelines for Eligibility (**Exhibit I**)

**32. GENERAL**

32.1 The CONTRACTOR shall not delegate or assign any interest in this Contract, whether by operation of law or otherwise, without the prior written consent of HACR. Any assignment or purported assignment of this Contract by CONTRACTOR without the prior written consent of HACR will be deemed void and of no force or effect.

32.2 Any waiver by the HACR of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Contract. Failure on the part of the HACR to require exact, full and complete compliance with any terms of this Contract shall

not be construed as in any manner changing the terms or preventing the HACR from enforcement of the terms of this Contract.

- 32.3 In the event the CONTRACTOR receives payment under this Contract which is later disallowed by the HACR for nonconformance with the terms of the Contract, the CONTRACTOR shall promptly refund the disallowed amount to the HACR on request; or at its option the HACR may offset the amount disallowed from any payment due to the CONTRACTOR.
- 32.4 The CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Contract.
- 32.5 The CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. The CONTRACTOR will comply with all applicable County of Riverside policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.
- 32.6 The CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards, laws and regulations as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 32.7 This Contract shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Contract shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 32.8 This Contract, including any attachments or exhibits, constitutes the entire Contract of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Contract may be changed or modified only by a written amendment signed by authorized representatives of both parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 32.9 All original reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Agreement become the property of the HACR. The HACR reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released to the public, without the direct authorization of the HACR.
- 32.10 All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed

submitted one (1) day after their deposit in the United States Mail, postage prepaid.

To CONTRACTOR:            < INSERT HERE >  
                                 < INSERT HERE >  
                                 < INSERT HERE >  
                                 Attention: < INSERT HERE >

To HACR:                    Housing Authority of the County of Riverside  
                                 5555 Arlington Avenue  
                                 Riverside, California 92504  
                                 Attention: Tanya Torno (HOPWA) (951) 343-5421

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Contract as of the dates set forth below.

“HACR”

HOUSING AUTHORITY OF THE  
COUNTY OF RIVERSIDE,  
a public entity, corporate and politic

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

“CONTRACTOR”

< INSERT HERE >, a California Public Benefit  
Corporation

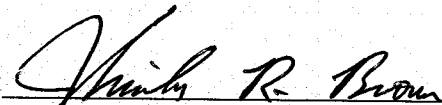
By: \_\_\_\_\_

< INSERT HERE >

< INSERT HERE >

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:  \_\_\_\_\_  
Jhaila R. Brown,  
Deputy County Counsel

**Exhibits**

- A. Budget/Invoice and Scope of Work
- B. Participant Profile
- C. Certificate of Liability Insurance
- D. Section 3 Clause
- E. Equal Opportunity Clause
- F. Certification for a Drug-Free Workplace
- G. Certification for Contracts, Grants, Loans, and Cooperative Agreements
- H. Regulations
- I. Guidelines for Eligibility

**EXHIBIT A**

**BUDGET/INVOICE AND SCOPE OF WORK**

(behind this page)



**EXHIBIT C**

**CERTIFICATE OF LIABILITY INSURANCE**

**(behind this page)**

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

**SECTION 3 CLAUSE**

- A. **The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greater extent feasible, be directed to low-and-very low-income persons, particularly persons who are recipients of HUD assistance for housing.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, and qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontract with any subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, terminations of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indian and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

#### SECTION 3 GOALS

- A. During the term of this contract, when a person is hired to a full time position to work all or part of their time on activities funded or generated in whole or in part by this contract, Contractor and subcontractors commit to employ Section 3 residents as 30 percent of the aggregate number of new hires for the one year period.
- B. Preference shall be provided to the hiring of Section 3 residents in the following order of priority:
  - 1. Residents of the housing development or developments for which the Section 3 covered assistance is expended (Category 1 Residents);
  - 2. Residents of other housing developments managed by the Housing Authority (Category 2 Residents);
  - 3. Participants in a HUD Youthbuild Program in Riverside or San Bernardino County (Category 3 Residents);
  - 4. Other Section 3 residents (Category 4 Residents).

- C. Should contractor and/or subcontractors contract out any portion or all of the work, then contractor and/or subcontractors commit to award to Section 3 business concerns:
1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for housing maintenance, repair, modernization, or development, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction.
  2. At least 3 percent of the total dollar amount of all other Section 3 covered contracts.
- D. A Section 3 Resident is a person living in San Bernardino or Riverside County who is a Public Housing resident or who is low income.
- E. Low-Income Persons mean families (including single persons) whose income does not exceed 80 percent of the median income, as adjusted by HUD, for Riverside and San Bernardino Counties.
- F. Section 3 Business Concern means a business where:
1. 51 percent or more is owned by Section 3 residents; or
  2. 30 percent of the permanent full-time employees are currently Section 3 residents or were Section 3 residents when first hired (if within the past three years); or
  3. The business commits in writing to subcontract over 25 percent of the total dollar amount of all subcontracts to be let to businesses that meet the requirement of paragraphs 1 and 2 of this definition;

**AND**

The business was formed in accordance with state law and is licensed under state, county, municipal law to engage in the business activity for which it was formed.

**Please note:** Copies of 24 CFR Part 135 are available at the Housing Authority office.

I have read, understood and will comply with the Regulations as explained above when using federal funds.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- b. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- c. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- d. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- e. The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- f. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- g. The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- h. In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- i. The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development of the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- j. Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the *Indian Preference* clause of this contract.

I read and understood the Equal Employment Opportunity Clause and I agree to comply with the regulations as explained above when using federal funds.

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Signature

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Date

**EXHIBIT F**

**CERTIFICATION FOR A DRUG-FREE WORKPLACE**

**(behind this page)**

**Certification for a Drug-Free Workplace**

Contractor:

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

- H. I certify that the above named Contractor will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  2. Establishing a drug-free awareness program to inform employees about the following:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  3. Making it a requirement that each employee of the Contractor be given a copy of the statement required by paragraph a;
  4. Notifying the employee in the statement required by paragraph a that, as a condition of employment with the Contractor, the employee will do the following:
    1. Abide by the terms of the statement; and
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  5. Notifying the HUD Field Office within ten days after receiving notice under subparagraph d 2 from an employee or otherwise receiving actual notice of such conviction;



6. Taking one of the following actions within 30 days of receiving notice under subparagraph d2 with respect to any employee who is so convicted;
  1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs a through f

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

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Signature and Title

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Date

adapted form HUD-50070 (10/96)

**EXHIBIT G**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE  
AGREEMENTS  
(behind this page)**

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

Acting on behalf of the Contractor, I make the following certifications to the Housing Authority of the County of Riverside:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less the \$10,000 and not more than \$1,000,000 for each such failure.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit H**

**SEE ATTACHED FEDERAL REGULATIONS  
24 CFR, Ch. V, Part 574  
Housing Opportunities for Persons With AIDS**

**PART 574—HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS**

**Subpart A—General**

Sec.

574.3 Definitions.

**Subpart B—Formula Entitlements**

- 574.100 Eligible applicants.
- 574.110 Overview of formula allocations.
- 574.120 Responsibility of applicant to serve EMSA.
- 574.130 Formula allocations.
- 574.190 Reallocation of grant amounts.

**Subpart C—Competitive Grants**

- 574.200 Amounts available for competitive grants.
- 574.210 Eligible applicants.
- 574.240 Application requirements.
- 574.260 Amendments.

**Subpart D—Uses of Grant Funds**

- 574.300 Eligible activities.
- 574.310 General standards for eligible housing activities.
- 574.320 Additional standards for rental assistance.
- 574.330 Additional standards for short-term supported housing.
- 574.340 Additional standards for community residences.
- 574.350 Additional standards for broadband infrastructure.

**Subpart E—Special Responsibilities of Grantees and Project Sponsors**

- 574.400 Prohibition of substitution of funds.
- 574.410 Capacity.
- 574.420 Cooperation.
- 574.430 Fee prohibitions.
- 574.440 Confidentiality.
- 574.450 Financial records.
- 574.460 Remaining participants following bifurcation of a lease or eviction as a result of domestic violence, dating violence, sexual assault, or stalking.

**Subpart F—Grant Administration**

- 574.500 Responsibility for grant administration.
- 574.510 Environmental procedures and standards.
- 574.520 Performance reports.
- 574.530 Recordkeeping.
- 574.540 Deobligation of funds.

**Subpart G—Other Federal Requirements**

- 574.600 Cross-reference.
- 574.603 Nondiscrimination and equal opportunity.

- 574.604 Protections for victims of domestic violence, dating violence, sexual assault, and stalking.
- 574.605 Applicability of uniform administrative requirements, cost principles, and audit requirements for Federal awards.
- 574.625 Conflict of interest.
- 574.630 Displacement, relocation and real property acquisition.
- 574.635 Lead-based paint.
- 574.640 Flood insurance protection.
- 574.645 Coastal barriers.
- 574.650 Audit.
- 574.655 Wage rates.
- 574.660 Housing counseling.

AUTHORITY: 12 U.S.C. 1701x, 1701 x-1; 42 U.S.C. 3535(d) and 5301-5320.

SOURCE: 57 FR 61740, Dec. 28, 1992, unless otherwise noted.

**Subpart A—General**

**§ 574.3 Definitions.**

The terms *Grantee* and *Secretary* are defined in 24 CFR part 5.

*Acquired immunodeficiency syndrome (AIDS) or related diseases* means the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

*Administrative costs* mean costs for general management, oversight, coordination, evaluation, and reporting on eligible activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities.

*Applicant* means a State or city applying for a formula allocation as described under § 574.100 or a State, unit of general local government, or a non-profit organization applying for a competitive grant as described under § 574.210.

*City* has the meaning given it in section 102(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

*Eligible Metropolitan Statistical Area (EMSA)* means a metropolitan statistical area that has a population of more than 500,000 and has more than 1,500 cumulative cases of AIDS.

*Eligible person* means a person with acquired immunodeficiency syndrome

or related diseases who is a low-income individual, as defined in this section, and the person's family. A person with AIDS or related diseases or a family member regardless of income is eligible to receive housing information services, as described in §574.300(b)(1). Any person living in proximity to a community residence is eligible to participate in that residence's community outreach and educational activities regarding AIDS or related diseases, as provided in §574.300(b)(9).

*Eligible State* means a State that has:

(1) More than 1,500 cumulative cases of AIDS in those areas of the State outside of eligible metropolitan statistical areas that are eligible to be funded through a qualifying city; and

(2) A consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part. (A State may carry out activities anywhere in the State, including within an EMSA.)

*Family* is defined in 24 CFR 5.403 and includes one or more eligible persons living with another person or persons, regardless of actual or perceived sexual orientation, gender identity, or marital status, who are determined to be important to the eligible person or person's care or well-being, and the surviving member or members of any family described in this definition who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death.

*Low-income individual* has the meaning given it in section 853(3) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

*Metropolitan statistical area* has the meaning given it in section 853(5) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

*Nonprofit organization* means any nonprofit organization (including a State or locally chartered, nonprofit organization) that:

(1) Is organized under State or local laws;

(2) Has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;

(3) Has a functioning accounting system that is operated in accordance with generally accepted accounting

principles, or has designated an entity that will maintain such an accounting system; and

(4) Has among its purposes significant activities related to providing services or housing to persons with acquired immunodeficiency syndrome or related diseases.

*Non-substantial rehabilitation* means rehabilitation that involves costs that are less than or equal to 75 percent of the value of the building after rehabilitation.

*Population* means total resident population based on data compiled by the U.S. Census and referable to the same point in time.

*Project sponsor* means any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to carry out eligible activities under this part. The selection of project sponsors is not subject to the procurement requirements of 2 CFR part 200, subpart D.

*Qualifying city* means a city that is the most populous unit of general local government in an eligible metropolitan statistical area (EMSA) and that has a consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part.

*Rehabilitation* means the improvement or repair of an existing structure, or an addition to an existing structure that does not increase the floor area by more than 100 percent.

*State* has the meaning given it in section 853(9) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

*Substantial rehabilitation* means rehabilitation that involves costs in excess of 75 percent of the value of the building after rehabilitation.

*Unit of general local government* means any city, town, township, parish, county, village, or other general purpose political subdivision of a State; Guam, the Northern Mariana Islands, the Virgin Islands, American Samoa, the Federated States of Micronesia and Palau, the Marshall Islands, or a general purpose political subdivision thereof; and any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive to act on behalf of the jurisdiction

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with regard to provisions of the National Affordable Housing Act.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17199, Apr. 11, 1994; 60 FR 1917, Jan. 5, 1995; 61 FR 5209, Feb. 9, 1996; 61 FR 7963, Feb. 29, 1996; 77 FR 5675, Feb. 3, 2012; 80 FR 75938, Dec. 7, 2015]

### Subpart B—Formula Entitlements

#### § 574.100 Eligible applicants.

(a) Eligible States and qualifying cities, as defined in § 574.3, qualify for formula allocations under HOPWA.

(b) HUD will notify eligible States and qualifying cities of their formula eligibility and allocation amounts and EMSA service areas annually.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17199, Apr. 11, 1994; 60 FR 1917, Jan. 5, 1995]

#### § 574.110 Overview of formula allocations.

The formula grants are awarded upon submission and approval of a consolidated plan, pursuant to 24 CFR part 91, that covers the assistance to be provided under this part. Certain states and cities that are the most populous unit of general local government in eligible metropolitan statistical areas will receive formula allocations based on their State or metropolitan population and proportionate number of cases of persons with AIDS. They will receive funds under this part (providing they comply with 24 CFR part 91) for eligible activities that address the housing needs of persons with AIDS or related diseases and their families (see § 574.130(b)).

[61 FR 7963, Feb. 29, 1996]

#### § 574.120 Responsibility of applicant to serve EMSA.

The EMSA's applicant shall serve eligible persons who live anywhere within the EMSA, except that housing assistance shall be provided only in localities within the EMSA that have a consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part. In allocating grant amounts among eligible activities, the EMSA's applicant shall address needs of eligible persons who re-

side within the metropolitan statistical area, including those not within the jurisdiction of the applicant.

[60 FR 1917, Jan. 5, 1995]

#### § 574.130 Formula allocations.

(a) *Data sources.* HUD will allocate funds based on the number of cases of acquired immunodeficiency syndrome reported to and confirmed by the Director of the Centers for Disease Control, and on population data provided by the U.S. Census. The number of cases of acquired immunodeficiency syndrome used for this purpose shall be the number reported as of March 31 of the fiscal year immediately preceding the fiscal year for which the amounts are appropriated and allocated.

(b) *Distribution of appropriated funds for entitlement awards.* (1) Seventy-five percent of the funds allocated under the formula is distributed to qualifying cities and eligible States, as described in § 574.100, based on each metropolitan statistical area's or State's proportionate share of the cumulative number of AIDS cases in all eligible metropolitan statistical areas and eligible States.

(2) The remaining twenty-five percent is allocated among qualifying cities, but not States, where the per capita incidence of AIDS for the year, April 1 through March 31, preceding the fiscal year of the appropriation is higher than the average for all metropolitan statistical areas with more than 500,000 population. Each qualifying city's allocation reflects its EMSA's proportionate share of the high incidence factor among EMSA's with higher than average per capita incidence of AIDS. The high incidence factor is computed by multiplying the population of the metropolitan statistical area by the difference between its twelve-month-per-capita-incidence rate and the average rate for all metropolitan statistical areas with more than 500,000 population. The EMSA's proportionate share is determined by dividing its high incidence factor by the sum of the high incidence factors for all EMSA's with higher than average per capita incidence of AIDS.

(c) *Minimum grant.* No grant awarded under paragraph (b) of this section shall be less than \$200,000. Therefore, if

the calculations under paragraph (b) of this section would result in any eligible metropolitan statistical area or eligible State receiving less than \$200,000, the amount allocated to that entity is increased to \$200,000 and allocations to entities in excess of \$200,000 are proportionately reduced by the amount of the increase.

**§ 574.190 Reallocation of grant amounts.**

If an eligible State or qualifying city does not submit a consolidated plan in a timely fashion, in accordance with 24 CFR part 91, that provides for use of its allocation of funding under this part, the funds allocated to that jurisdiction will be added to the funds available for formula allocations to other jurisdictions in the current fiscal year. Any formula funds that become available as a result of deobligations or the imposition of sanctions as provided for in § 574.540 will be added to the funds available for formula allocations in the next fiscal year.

[57 FR 61740, Dec. 28, 1992, as amended at 60 FR 1918, Jan. 5, 1995]

**Subpart C—Competitive Grants**

**§ 574.200 Amounts available for competitive grants.**

(a) The Department will set aside 10 percent of the amounts appropriated under this program to fund on a competitive basis:

(1) Special projects of national significance; and

(2) Other projects submitted by States and localities that do not qualify for formula grants.

(b) Any competitively awarded funds that become available as a result of deobligations or the imposition of sanctions, as provided in § 574.540, will be added to the funds available for competitive grants in the next fiscal year.

(c) The competitive grants are awarded based on applications, as described in subpart C of this part, submitted in response to a Notice of Funding Availability published in the FEDERAL REGISTER. All States and units of general local government and nonprofit organizations are eligible to apply for competitive grants to fund projects of na-

tional significance. Only those States and units of general local government that do not qualify for formula allocations are eligible to apply for competitive grants to fund other projects.

(d) If HUD makes a procedural error in a funding competition that, when corrected, would warrant funding of an otherwise eligible application, HUD will select that application for potential funding when sufficient funds become available.

[57 FR 61740, Dec. 28, 1992, as amended at 61 FR 7963, Feb. 29, 1996]

**§ 574.210 Eligible applicants.**

(a) All States, units of general local government, and nonprofit organizations, may apply for grants for projects of national significance.

(b) Only those States and units of general local government that do not qualify for formula grants, as described in § 574.100; may apply for grants for other projects as described in § 574.200(a)(2).

(c) Except for grants for projects of national significance, nonprofit organizations are not eligible to apply directly to HUD for a grant but may receive funding as a project sponsor under contract with a grantee.

**§ 574.240 Application requirements.**

Applications must comply with the provisions of the Department's Notice of Funding Availability (NOFA) for the fiscal year published in the FEDERAL REGISTER in accordance with 24 CFR part 12. The rating criteria, including the point value for each, are described in the NOFA, including criteria determined by the Secretary.

[61 FR 7963, Feb. 29, 1996]

**§ 574.260 Amendments.**

(a) After an application has been selected for funding, any change that will significantly alter the scope, location, service area, or objectives of an activity or the number of eligible persons served must be justified to HUD and approved by HUD. Whenever any other amendment to the application is made, the grantee must provide a copy to HUD.

(b) Each amendment request must contain a description of the revised



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proposed use of funds. Funds may not be expended for the revised proposed use of funds until:

(1) HUD accepts the revised proposed use; and

(2) For amendments to acquire, rehabilitate, convert, lease, repair or construct properties to provide housing, an environmental review of the revised proposed use of funds has been completed in accordance with § 574.510.

(Approved by the Office of Management and Budget under control number 2506-0133)

### Subpart D—Uses of Grant Funds

#### § 574.300 Eligible activities.

(a) *General.* Subject to applicable requirements described in §§ 574.310, 574.320, 574.330, and 574.340, HOPWA funds may be used to assist all forms of housing designed to prevent homelessness including emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, and community residences. Appropriate supportive services, as required by § 574.310(a), must be provided as part of any HOPWA assisted housing, but HOPWA funds may also be used to provide services independently of any housing activity.

(b) *Activities.* The following activities may be carried out with HOPWA funds:

(1) Housing information services including, but not limited to, counseling, information, and referral services to assist an eligible person to locate, acquire, finance, and maintain housing. This may also include fair housing guidance for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap. Housing counseling, as defined in § 5.100, that is funded with or provided in connection with HOPWA funds must be carried out in accordance with § 5.111. When grantees provide housing services to eligible persons (including persons undergoing relocation) that are incidental to a larger set of holistic case management services, these services do not meet the definition of Housing counseling, as defined in § 5.100, and therefore are not required to be carried out in accordance with the certification requirements of § 5.111;

(2) Resource identification to establish, coordinate and develop housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives);

(3) Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services;

(4) New construction (for single room occupancy (SRO) dwellings and community residences only).

(5) Project- or tenant-based rental assistance, including assistance for shared housing arrangements;

(6) Short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling;

(7) Supportive services including, but not limited to, health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals;

(8) Operating costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs;

(9) Technical assistance in establishing and operating a community residence, including planning and other pre-development or pre-construction expenses and including, but not limited to, costs relating to community outreach and educational activities regarding AIDS or related diseases for persons residing in proximity to the community residence;

(10) Administrative expenses:

(i) Each grantee may use not more than 3 percent of the grant amount for its own administrative costs relating to administering grant amounts and allocating such amounts to project sponsors; and

(ii) Each project sponsor receiving amounts from grants made under this

program may use not more than 7 percent of the amounts received for administrative costs.

(11) For competitive grants only, any other activity proposed by the applicant and approved by HUD.

(c) *Equal participation of faith-based organizations.* The HUD program requirements in § 5.109 of this title apply to the HOPWA program, including the requirements regarding disposition and change in use of real property by a faith-based organization.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994; 68 FR 56405, Sept. 30, 2003; 80 FR 75938, Dec. 7, 2015; 81 FR 19418, Apr. 4, 2016; 81 FR 90659, Dec. 14, 2016]

**§ 574.310 General standards for eligible housing activities.**

All grantees using grant funds to provide housing must adhere to the following standards:

(a)(1) *General.* The grantee shall ensure that qualified service providers in the area make available appropriate supportive services to the individuals assisted with housing under this subpart. Supportive services are described in § 574.300(b)(7). For any individual with acquired immunodeficiency syndrome or a related disease who requires more intensive care than can be provided in housing assisted under this subpart, the grantee shall provide for locating a care provider who can appropriately care for the individual and for referring the individual to the care provider.

(2) *Payments.* The grantee shall ensure that grant funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:

(i) Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or

(ii) By an entity that provides health services on a prepaid basis.

(b) *Housing quality standards.* All housing assisted under § 574.300(b) (3), (4), (5), and (8) must meet the applicable housing quality standards outlined below.

(1) *State and local requirements.* Each recipient of assistance under this part

must provide safe and sanitary housing that is in compliance with all applicable State and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing.

(2) *Habitability standards.* Except for such variations as are proposed by the locality and approved by HUD, recipients must meet the following requirements:

(i) *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.

(ii) *Access.* The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

(iii) *Space and security.* Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.

(iv) *Interior air quality.* Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

(v) *Water supply.* The water supply must be free from contamination at levels that threaten the health of individuals.

(vi) *Thermal environment.* The housing must have adequate heating and/or cooling facilities in proper operating condition.

(vii) *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliance while assuring safety from fire.

(viii) *Food preparation and refuse disposal.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

(ix) *Sanitary condition.* The housing and any equipment must be maintained in sanitary condition.

(c) *Minimum use period for structures.*

(1) Any building or structure assisted with amounts under this part must be maintained as a facility to provide housing or assistance for individuals with acquired immunodeficiency syndrome or related diseases:

(i) For a period of not less than 10 years, in the case of assistance provided under an activity eligible under §574.300(b) (3) and (4) involving new construction, substantial rehabilitation or acquisition of a building or structure; or

(ii) For a period of not less than 3 years in the cases involving non-substantial rehabilitation or repair of a building or structure.

(2) Waiver of minimum use period. HUD may waive the minimum use period of a building or structure as stipulated in paragraph (c)(1) of this section if the grantee can demonstrate, to the satisfaction of HUD, that:

(i) The assisted structure is no longer needed to provide supported housing or assistance, or the continued operation of the structure for such purposes is no longer feasible; and

(ii) The structure will be used to benefit individuals or families whose incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, if the Secretary finds that such variations are necessary because of construction costs or unusually high or low family incomes.

(d) *Resident rent payment.* Except for persons in short-term supported housing, each person receiving rental assistance under this program or residing in any rental housing assisted under this program must pay as rent, including utilities, an amount which is the higher of:

(1) 30 percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses and are described in detail in 24 CFR 5.609). The calculation of the family's monthly adjusted income must include the expense deductions provided in 24 CFR 5.611(a), and for eli-

gible persons, the calculation of monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable;

(2) 10 percent of the family's monthly gross income; or

(3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs.

(e) *Termination of assistance—(1) Surviving family members.* With respect to the surviving member or members of a family who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death, housing assistance and supportive services under the HOPWA program shall continue for a grace period following the death of the person with AIDS. The grantee or project sponsor shall establish a reasonable grace period for continued participation by a surviving family member, but that period may not exceed one year from the death of the family member with AIDS. The grantee or project sponsor shall notify the family of the duration of their grace period and may assist the family with information on other available housing programs and with moving expenses.

(2) *Violation of requirements—(i) Basis.* Assistance to participants who reside in housing programs assisted under this part may be terminated if the participant violates program requirements or conditions of occupancy, subject to the VAWA protections in 24 CFR 5.2005(b) and 24 CFR 5.2005(c). Grantees must ensure that supportive services are provided, so that a participant's assistance is terminated only in the most severe cases.

(ii) *Procedure.* In terminating assistance to any program participant for violation of requirements, grantees must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process at minimum, must consist of:

(A) Serving the participant with a written notice containing a clear statement of the reasons for termination;

(B) Permitting the participant to have a review of the decision, in which the participant is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and

(C) Providing prompt written notification of the final decision to the participant.

(Paragraph (c) approved by the Office of Management and Budget under control number 2506-0133)

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994; 61 FR 7963, Feb. 29, 1996; 66 FR 6225, Jan. 19, 2001; 81 FR 80806, Nov. 16, 2016]

**§ 574.320 Additional standards for rental assistance.**

(a) If grant funds are used to provide rental assistance, the following additional standards apply:

(1) *Maximum subsidy.* The amount of grant funds used to pay monthly assistance for an eligible person may not exceed the difference between:

(i) The lower of the rent standard or reasonable rent for the unit; and

(ii) The resident's rent payment calculated under § 574.310(d).

(2) *Rent standard.* The rent standard shall be established by the grantee and shall be no more than the published section 8 fair market rent (FMR) or the HUD-approved community-wide exception rent for the unit size. However, on a unit by unit basis, the grantee may increase that amount by up to 10 percent for up to 20 percent of the units assisted.

(3) *Rent reasonableness.* The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

(b) With respect to shared housing arrangements, the rent charged for an assisted family or individual shall be in relation to the size of the private space for that assisted family or individual in

comparison to other private space in the shared unit, excluding common space. An assisted family or individual may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements shall be voluntary.

[57 FR 61740, Dec. 28, 1992, as amended at 61 FR 7963, Feb. 29, 1996]

**§ 574.330 Additional standards for short-term supported housing.**

Short-term supported housing includes facilities to provide temporary shelter to eligible individuals as well as rent, mortgage, and utilities payments to enable eligible individuals to remain in their own dwellings. If grant funds are used to provide such short-term supported housing assistance, the following additional standards apply:

(a) *Time limits.* (1) A short-term supported housing facility may not provide residence to any individual for more than 60 days during any six month period. Rent, mortgage, and utilities payments to prevent the homelessness of the tenant or mortgagor of a dwelling may not be provided to such an individual for these costs accruing over a period of more than 21 weeks in any 52 week period. These limitations do not apply to rental assistance provided under § 574.300(b)(5).

(2) *Waiver of time limitations.* HUD may waive, as it determines appropriate, the limitations of paragraph (a)(1) and will favorably consider a waiver based on the good faith effort of a project sponsor to provide permanent housing under subsection (c).

(b) *Residency limitations*—(1) *Residency.* A short-term supported facility may not provide shelter or housing at any single time for more than 50 families or individuals;

(2) *Waiver of residency limitations.* HUD may waive, as it determines appropriate, the limitations of paragraph (b)(1) of this section.

(c) *Placement.* A short-term supported housing facility assisted under this part must, to the maximum extent practicable, provide each individual living in such housing the opportunity

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for placement in permanent housing or in a living environment appropriate to his or her health and social needs.

(d) *Assistance to continue independent living.* In addition to the supportive services provided when an individual is relocated to a short-term supported housing facility, supportive services may be provided to individuals when they remain in their residence because the residence is appropriate to the needs of the individual. In the latter case, a rent, mortgage and utilities payments program assisted under this part shall provide, when reasonable, supportive services specifically designed to maintain the individual in such residence.

(e) *Case management services.* A program assisted under this section shall provide each assisted individual with an opportunity, if eligible, to receive case management services from the appropriate social service agencies.

(Paragraph (b) approved by the Office of Management and Budget under control number 2506-0133)

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994]

### §574.340 Additional standards for community residences.

(a) A community residence is a multiunit residence designed for eligible persons to provide a lower cost residential alternative to institutional care; to prevent or delay the need for such care; to provide a permanent or transitional residential setting with appropriate services to enhance the quality of life for those who are unable to live independently; and to enable such persons to participate as fully as possible in community life.

(b) If grant funds are used to provide a community residence, except for planning and other expenses preliminary to construction or other physical improvement for a community residence, the grantee must, prior to the expenditure of such funds, obtain and keep on file the following certifications:

(1) *A services agreement.* (i) A certification that the grantee will itself provide services as required by §574.310(a) to eligible persons assisted by the community residence; or

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(ii) A certification that the grantee has entered into a written agreement with a project sponsor or contracted service provider to provide services as required by §574.310(a) to eligible persons assisted by the community residence;

(2) *The adequacy of funding.* (i) A certification that the grantee has acquired sufficient funding for these services; or

(ii) A certification that the grantee has on file an analysis of the service level needed for each community residence, a statement of which grantee agency, project sponsor, or service provider will provide the needed services, and a statement of how the services will be funded; and

(3) *Capability.* (i) A certification that the grantee is qualified to provide the services; or

(ii) A certification that the project sponsor or the service provider is qualified to provide the services.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994]

### §574.350 Additional standards for broadband infrastructure.

Any new construction or substantial rehabilitation, as substantial rehabilitation is defined by 24 CFR 574.3, of a building with more than 4 rental units, for which HOPWA funds are first obligated by the grantee or project sponsor on or after January 19, 2017 must include installation of broadband infrastructure, as this term is defined in 24 CFR 5.100, except where the grantee or project sponsor determines and, in accordance with §574.530, documents the determination that:

(a) The location of the new construction or substantial rehabilitation makes installation of broadband infrastructure infeasible;

(b) The cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden; or

(c) The structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible.

[81 FR 92637, Dec. 20, 2016]

**Subpart E—Special Responsibilities of Grantees and Project Sponsors**

**§ 574.400 Prohibition of substitution of funds.**

Amounts received from grants under this part may not be used to replace other amounts made available or designated by State or local governments through appropriations for use for the purposes of this part.

**§ 574.410 Capacity.**

The grantee shall ensure that any project sponsor with which the grantee contracts to carry out an activity under this part has the capacity and capability to effectively administer the activity.

**§ 574.420 Cooperation.**

(a) The grantee shall agree, and shall ensure that each project sponsor agrees, to cooperate and coordinate in providing assistance under this part with the agencies of the relevant State and local governments responsible for services in the area served by the grantee for eligible persons and other public and private organizations and agencies providing services for such eligible persons.

(b) A grantee that is a State shall obtain the approval of the unit of general local government in which a project is to be located before entering into a contract with a project sponsor to carry out an activity authorized under this part.

(c) A grantee that is a city receiving a formula allocation for an EMSA shall coordinate with other units of general local government located within the metropolitan statistical area to address needs within that area.

**§ 574.430 Fee prohibitions.**

The grantee shall agree, and shall ensure that each project sponsor agrees, that no fee, except rent, will be charged of any eligible person for any housing or services provided with amounts from a grant under this part.

**§ 574.440 Confidentiality.**

The grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the

name of any individual assisted under this part and any other information regarding individuals receiving assistance.

**§ 574.450 Financial records.**

The grantee shall agree, and shall ensure that each project sponsor agrees, to maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of amounts received from a grant under this part.

**§ 574.460 Remaining participants following bifurcation of a lease or eviction as a result of domestic violence, dating violence, sexual assault, or stalking.**

When a covered housing provider exercises the option to bifurcate a lease, as provided in 24 CFR 5.2009(a), in order to evict, remove, terminate occupancy rights, or terminate assistance to a person with AIDS or related diseases that receives rental assistance or resides in rental housing assisted under the HOPWA program for engaging in criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, the covered housing provider shall provide the remaining persons residing in the unit a reasonable grace period to establish eligibility to receive HOPWA assistance or find alternative housing. The grantee or project sponsor shall set the reasonable grace period, which shall be no less than 90 calendar days, and not more than one year, from the date of the bifurcation of the lease. Housing assistance and supportive services under the HOPWA program shall continue for the remaining persons residing in the unit during the grace period. The grantee or project sponsor shall notify the remaining persons residing in the unit of the duration of the reasonable grace period and may assist them with information on other available housing programs and with moving expenses.

[81 FR 80806, Nov. 16, 2016]

**Subpart F—Grant Administration****§ 574.500 Responsibility for grant administration.**

(a) *General.* Grantees are responsible for ensuring that grants are administered in accordance with the requirements of this part and other applicable laws. Grantees are responsible for ensuring that their respective project sponsors carry out activities in compliance with all applicable requirements.

(b) *Grant agreement.* The grant agreement will provide that the grantee agrees, and will ensure that each project sponsor agrees, to:

(1) Operate the program in accordance with the provisions of these regulations and other applicable HUD regulations;

(2) Conduct an ongoing assessment of the housing assistance and supportive services required by the participants in the program;

(3) Assure the adequate provision of supportive services to the participants in the program; and

(4) Comply with such other terms and conditions, including recordkeeping and reports (which must include racial and ethnic data on participants) for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

(c) *Enforcement.* HUD will enforce the obligations in the grant agreement in accordance with the provisions of 2 CFR part 200, subpart D. A grantee will be provided an opportunity for informal consultation before HUD will exercise any remedies authorized in 2 CFR 200.338.

[57 FR 61740, Dec. 28, 1992, as amended at 80 FR 75938, Dec. 7, 2015]

**§ 574.510 Environmental procedures and standards.**

(a) Activities under this part are subject to HUD environmental regulations in part 58 of this title, except that HUD will perform an environmental review in accordance with part 50 of this title for any competitive grant for Fiscal Year 2000.

(b) The recipient, its project partners and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct prop-

erty for a project under this part, or commit or expend HUD or local funds for such eligible activities under this part, until the responsible entity (as defined in § 58.2 of this title) has completed the environmental review procedures required by part 58 and the environmental certification and RROF have been approved (or HUD has performed an environmental review and the recipient has received HUD approval of the property). HUD will not release grant funds if the recipient or any other party commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

(c) For activities under a grant to a nonprofit entity that would generally be subject to review under part 58, HUD may make a finding in accordance with § 58.11(d) and may itself perform the environmental review under the provisions of part 50 of this title if the recipient nonprofit entity objects in writing to the responsible entity's performing the review under part 58. Irrespective of whether the responsible entity in accord with part 58 (or HUD in accord with part 50) performs the environmental review, the recipient shall supply all available, relevant information necessary for the responsible entity (or HUD, if applicable) to perform for each property any environmental review required by this part. The recipient also shall carry out mitigating measures required by the responsible entity (or HUD, if applicable) or select alternate eligible property.

[68 FR 56130, Sept. 29, 2003]

**§ 574.520 Performance reports.**

(a) *Formula grants.* For a formula grant recipient, the performance reporting requirements are specified in 24 CFR part 91.

(b) *Competitive grants.* A grantee shall submit to HUD annually a report describing the use of the amounts received, including the number of individuals assisted, the types of assistance provided, data on emergency transfers requested under 24 CFR 5.2005(e), pertaining to victims of domestic violence, dating violence, sexual assault,

or stalking, including data on the outcomes of such requests, and any other information that HUD may require. Annual reports are required until all grant funds are expended.

[60 FR 1918, Jan. 5, 1995, as amended at 81 FR 80806, Nov. 16, 2016]

#### § 574.530 Recordkeeping.

Each grantee must ensure that records are maintained for a 4-year period to document compliance with the provisions of this part. Grantees must maintain the following:

(a) Current and accurate data on the race and ethnicity of program participants.

(b) Documentation related to the formula grantee's Assessment of Fair Housing, as described in 24 CFR 5.168.

(c) Data on emergency transfers requested under 24 CFR 5.2005(e), pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.

[80 FR 42368, July 16, 2015, as amended at 81 FR 80806, Nov. 16, 2016]

#### § 574.540 Deobligation of funds.

HUD may deobligate all or a portion of the amounts approved for eligible activities if such amounts are not expended in a timely manner, or the proposed activity for which funding was approved is not provided in accordance with the approved application or action plan and the requirements of this regulation. HUD may deobligate any amount of grant funds that have not been expended within a three-year period from the date of the signing of the grant agreement. The grant agreement may set forth other circumstances under which funds may be deobligated or sanctions imposed.

[61 FR 7963, Feb. 29, 1996]

### Subpart G—Other Federal Requirements

#### § 574.600 Cross-reference.

The Federal requirements set forth in 24 CFR part 5 apply to this program as specified in this subpart.

[61 FR 5209, Feb. 9, 1996]

#### § 574.603 Nondiscrimination and equal opportunity.

Within the population eligible for this program, the nondiscrimination and equal opportunity requirements set forth in 24 CFR part 5 and the following requirements apply:

(a) *Fair housing requirements.* (1) Grantees and project sponsors shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (States and local government grantees) and part 36 (public accommodations and requirements for certain types of short-term housing assistance).

(2) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) does not apply to this program.

(b) *Affirmative outreach.* A grantee or project sponsor must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 33894, June 30, 1994. Redesignated and amended at 61 FR 5209, Feb. 9, 1996; 61 FR 7964, Feb. 29, 1996]

#### § 574.604 Protections for victims of domestic violence, dating violence, sexual assault, and stalking.

(a) *General*—(1) *Applicability of VAWA requirements.* Except as provided in paragraph (a)(2) of this section, the Violence Against Women Act (VAWA) requirements set forth in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), apply to housing assisted with HOPWA grant funds for acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing; new construction; and operating costs, as provided in § 574.300. The requirements set forth in 24 CFR part 5, subpart L, also apply



to project-based and tenant-based rental assistance, as provided in §§ 574.300 and 574.320, and community residences, as provided in § 574.340.

(2) Limited applicability of VAWA requirements. The VAWA requirements set forth in 24 CFR part 5, subpart L do not apply to short-term supported housing, as provided in § 574.330, except that no individual may be denied admission to or removed from the short-term supported housing on the basis or as a direct result of the fact that the individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the individual otherwise qualifies for admission or occupancy.

(3) The terms "affiliated individual," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in 24 CFR 5.2003.

(b) *Covered housing provider.* As used in this part, the term, "covered housing provider," which is defined in 24 CFR 5.2003, refers to the HOPWA grantee, project sponsor, or housing or facility owner, or manager, as described in this section.

(1)(i) For housing assisted with HOPWA grant funds for acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing; new construction; operating costs; community residences; and project-based rental assistance, the HOPWA grantee is responsible for ensuring that each project sponsor undertakes the following actions (or, if administering the HOPWA assistance directly, the grantee shall undertake the following actions):

(A) Sets a policy for determining the "reasonable grace period" for remaining persons residing in the unit to establish eligibility for HOPWA assistance or find alternative housing, which period shall be no less than 90 calendar days nor more than one year from the date of bifurcation of a lease, consistent with 24 CFR 574.460;

(B) Provides notice of occupancy rights and the certification form at the times listed in paragraph (d) of this section;

(C) Adopts and administers an emergency transfer plan, as developed by the grantee in accordance with 24 CFR

5.2005(e) of this section, and facilitates emergency transfers; and

(D) Maintains the confidentiality of documentation submitted by tenants requesting emergency transfers and of each tenant's housing location consistent with § 574.440 and 24 CFR 5.2007(c).

(ii)(A) If a tenant seeks VAWA protections, set forth in 24 CFR part 5, subpart L, the tenant must submit such request through the project sponsor (or the grantee if the grantee is directly administering HOPWA assistance). Grantees and project sponsors will work with the housing or facility owner or manager to facilitate protections on the tenant's behalf. Project sponsors must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c).

(B) The grantee or project sponsor is responsible for ensuring that the housing or facility owner or manager develops and uses a HOPWA lease addendum with VAWA protections and is made aware of the option to bifurcate a lease in accordance with § 574.460 and 24 CFR 5.2009.

(2)(i) For tenant-based rental assistance, the HOPWA grantee is responsible for ensuring that each project sponsor providing tenant-based rental assistance undertakes the following actions (or, if administering the HOPWA assistance directly, the grantee shall undertake the following actions):

(A) Sets policy for determining the "reasonable grace period" for remaining persons residing in the unit to establish eligibility for HOPWA assistance or find alternative housing, which period shall be no less than 90 calendar days and no more than one year from the date of bifurcation of a lease, consistent with 24 CFR 574.460;

(B) Provides notice of occupancy rights and the certification form at the times listed in paragraph (d) of this section;

(C) Adopts and administers an emergency transfer plan, as developed by the grantee in accordance with 24 CFR 5.2005(e) of this section, and facilitates emergency transfers; and

(D) Maintains the confidentiality of documentation submitted by tenants requesting emergency transfers and of

each tenant's housing location consistent with § 574.440 and 24 CFR 5.2007(c).

(ii)(A) If a tenant seeks VAWA protections set forth in 24 CFR part 5, subpart L, the tenant must submit such request through the project sponsor (or the grantee if the grantee is directly administering HOPWA assistance). The project sponsor will work with the housing owner or manager to facilitate protections on the tenant's behalf. Project sponsors must follow the documentation specifications in 24 CFR 5.2007, including the confidentiality requirements in 24 CFR 5.2007(c). The project sponsor (or the grantee if the grantee is directly administering HOPWA assistance) is also responsible for determining on a case-by-case basis whether to provide new tenant-based rental assistance to a remaining tenant if lease bifurcation or an emergency transfer results in division of the household.

(B) The grantee or project sponsor is responsible for ensuring that the housing owner or manager develops and uses a HOPWA lease addendum with VAWA protections and is made aware of the option to bifurcate a lease in accordance with § 574.460 and 24 CFR 5.2009.

(c) *Effective date.* The core statutory protections of VAWA that prohibit denial or termination of assistance or eviction because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking applied upon enactment of VAWA 2013 on March 7, 2013. For formula grants, compliance with the VAWA regulatory requirements under this section and 24 CFR part 5, subpart L, are required for any project covered under § 574.604(a) for which the date of the HOPWA funding commitment is made on or after December 16, 2016. For competitive grants, compliance with the VAWA regulatory requirements under this section and 24 CFR part 5, subpart L, are required for awards made on or after December 16, 2016.

(d) *Notification requirements.* (1) As provided in paragraph (b) of this section, the grantee is responsible for ensuring that the notice of occupancy rights and certification form described in 24 CFR 5.2005(a) is provided to each

person receiving project-based or tenant-based rental assistance under HOPWA or residing in rental housing assisted under the eligible activities described in § 574.604(a) at the following times:

(i) At the time the person is denied rental assistance or admission to a HOPWA-assisted unit;

(ii) At the time the person is admitted to a HOPWA-assisted unit or is provided rental assistance;

(iii) With any notification of eviction from the HOPWA-assisted unit or notification of termination of rental assistance; and

(iv) During the 12-month period following December 16, 2016, either during annual recertification or lease renewal, whichever is applicable, or, if there will be no recertification or lease renewal for a tenant during the first year after the rule takes effect, through other means.

(2) The grantee is responsible for ensuring that, for each tenant receiving HOPWA tenant-based rental assistance, the owner or manager of the tenant's housing unit commits to provide the notice of occupancy rights and certification form described in 24 CFR 5.2005 with any notification of eviction that the owner or manager provides to the tenant during the period for which the tenant is receiving HOPWA tenant-based rental assistance. This commitment, as well as the confidentiality requirements under 24 CFR 5.2007(c), must be set forth in the VAWA lease term/addendum required under paragraph (f) of this section.

(e) *Definition of reasonable time.* For the purpose of 24 CFR 5.2009(b), the reasonable time to establish eligibility or find alternative housing following bifurcation of a lease is the reasonable grace period described in § 574.460.

(f) *VAWA lease term/addendum.* As provided in paragraph (b) of this section, the grantee or project sponsor is responsible for ensuring that the housing or facility owner or manager, as applicable, develops and uses a VAWA lease term/addendum to incorporate all requirements that apply to the housing or facility owner or manager under 24 CFR part 5, subpart L, and this section,

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including the prohibited bases for eviction under 24 CFR 5.2005(b), the provisions regarding construction of lease terms and terms of assistance under 24 CFR 5.2005(c), and the confidentiality of documentation submitted by tenants requesting emergency transfers and of each tenant's housing location consistent with 24 CFR 5.2007(c). The VAWA lease term/addendum must also provide that the tenant may terminate the lease without penalty if a determination is made that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e). The grantee or project sponsor is responsible for ensuring that the housing or facility owner, or manager, as applicable, adds the VAWA lease term/addendum to the leases for all HOPWA-assisted units and the leases for all eligible persons receiving HOPWA tenant-based rental assistance.

[81 FR 80806, Nov. 16, 2016]

**§ 574.605 Applicability of uniform administrative requirements, cost principles, and audit requirements for Federal awards.**

The provisions of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", apply to HOPWA grants.

[80 FR 75938, Dec. 7, 2015]

**§ 574.625 Conflict of interest.**

(a) In addition to the conflict of interest requirements in 2 CFR 200.317 (for recipients and subrecipients that are States) and 2 CFR 200.318 (for recipients and subrecipients that are not States), no person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee or project sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has fam-

ily or business ties, during his or her tenure or for one year thereafter.

(b) *Exceptions: Threshold requirements.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (a) of this section when it determines that the exception will serve to further the purposes of the HOPWA program and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(c) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (b) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(2) Whether the person affected is a member of a group or class of eligible persons and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (a) of this section;

(5) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

[57 FR 61740, Dec. 28, 1992, as amended at 80 FR 75938, Dec. 7, 2015]

**§ 574.630 Displacement, relocation and real property acquisition.**

(a) *Minimizing displacement.* Consistent with the other goals and objectives of this part, grantees and project sponsors must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under this part.

(b) *Relocation assistance for displaced persons.* A displaced person (defined in paragraph (f) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

(c) *Real property acquisition requirements.* The acquisition of real property for a project is subject to the URA and the requirements described in 49 CFR part 24, subpart B.

(d) *Appeals.* A person who disagrees with the grantee's or project sponsor's determination concerning whether the person qualifies as a "displaced person," or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the grantee. A low-income person who is dissatisfied with the grantee's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

(e) *Responsibility of grantee.* (1) Each grantee shall certify (i.e., provide assurance of compliance as required by 49 CFR part 24) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and shall ensure such compliance notwithstanding any third party's contractual obligation to the grantee to comply with these provisions.

(2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs

also may be paid for with funds available from other sources.

(3) The grantee shall maintain records in sufficient detail to demonstrate compliance with these provisions.

(f) *Definition of displaced person.* (1) For purposes of this section, the term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under this part. This includes any permanent, involuntary move for an assisted project including any permanent move for an assisted project, including any permanent move from the real property that is made:

(i) After notice by the grantee, project sponsor, or property owner to move permanently from the property, if the move occurs on or after the date that the grantee submits to HUD an application for assistance that is later approved and funded;

(ii) Before the submission of the application to HUD, if the grantee, project sponsor, or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the assisted project; or

(iii) By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

(A) The tenant moves after the "initiation of negotiations" and the move occurs before the tenant has been provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

(1) The tenant's monthly rent before the initiation of negotiations and estimated average utility costs, or

(2) 30 percent of gross household income; or

(B) The tenant is required to relocate temporarily, does not return to the building/complex and either:

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(1) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or

(2) Other conditions of the temporary relocation are not reasonable; or

(C) The tenant is required to move to another unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

(2) Notwithstanding the provisions of paragraph (f)(1) of this section, a person does not qualify as a "displaced person" (and is not eligible for relocation assistance under the URA or this section), if:

(i) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation or applicable Federal, State or local law, or other good cause, and HUD determines that the eviction was not undertaken for the purposes of evading the obligation to provide relocation assistance;

(ii) The person moved into the property after the submission of the application and, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, or suffer a rent increase) and the fact that the person would not qualify as a "displaced person" (or for any assistance provided under this section), if the project is approved;

(iii) The person is ineligible under 49 CFR 24.2(g)(2); or

(iv) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(3) The grantee or project sponsor may request, at any time, HUD's determination of whether a displacement is or would be covered under this section.

(g) *Definition of initiation of negotiations.* For purposes of determining the formula for computing the replacement housing assistance to be provided to a residential tenant displaced as a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, the term "initiation of negotiations" means the execution

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of the agreement between the grantee and the project sponsor.

**§574.635 Lead-based paint.**

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, H, J, K, M, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

**§574.640 Flood insurance protection.**

No property to be assisted under this part may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(a)(1) The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR parts 59 through 79); or

(2) Less than a year has passed since FEMA notification regarding such hazards; and

(b) The grantee will ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 *et seq.*).

**§574.645 Coastal barriers.**

In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this part may be made available within the Coastal Barrier Resources System.

**§574.650 Audit.**

Grantees and project sponsors are subject to the audit requirements set forth in 2 CFR part 200, subpart F.

[80 FR 75938, Dec. 7, 2015]

**§574.655 Wage rates.**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.

[59 FR 17201, Apr. 11, 1994]

**§ 574.660 Housing counseling.**

Housing counseling, as defined in § 5.100, that is funded with or provided in connection with HOPWA funds must be carried out in accordance with § 5.111. When grantees provide housing services to eligible persons (including persons undergoing relocation) that are incidental to a larger set of holistic case management services, these services do not meet the definition of housing counseling, as defined in § 5.100, and therefore are not required to be carried out in accordance with the certification requirements of § 5.111.

[81 FR 90659, Dec. 14, 2016, as amended at 82 FR 8811, Jan. 31, 2017]

**PART 576—EMERGENCY SOLUTIONS GRANTS PROGRAM**

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AUTHORITY: 12 U.S.C. 1701x, 1701 x-1; 42 U.S.C. 11371 *et seq.*, 42 U.S.C. 3535(d).

SOURCE: 76 FR 75974, Dec. 5, 2011, unless otherwise noted.

**Subpart A—General Provisions**

**§ 576.1 Applicability and purpose.**

This part implements the Emergency Solutions Grants (ESG) program authorized by subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378). The program authorizes the Department of Housing and Urban Development (HUD) to make grants to States, units of general purpose local government, and territories for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain expenses related to operating emergency shelters, for essential services related to emergency shelters and street outreach for the homeless, and for homelessness prevention and rapid re-housing assistance.

**§ 576.2 Definitions.**

*At risk of homelessness* means: (1) An individual or family who:

- (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;  
(ii) Does not have sufficient resources or support networks, *e.g.*, family,

## **Housing Opportunities for Persons with AIDS (HOPWA)**

### **Guidelines for Eligibility**

**Introduction:** This Housing Opportunities for Persons with AIDS (HOPWA) program is designed for the prevention of homelessness, not the maintenance of an individual's lifestyle. The Housing Committee of the Riverside/San Bernardino, California eligible metropolitan area (EMA) has determined that limits must be put in place to not only help clients prevent themselves from becoming homeless but for the integrity of the program itself. There is no requirement that individuals make recommended changes. However, if changes are not made, ongoing assistance cannot be approved. Resources must be directed to those in greatest need.

**Goal:** The goal of this policy is to prevent homelessness among persons living with HIV/AIDS.

#### **Objectives:**

1. To assist HOPWA clients in maintaining safe, sanitary and affordable housing; including the maintenance of utility service.
2. To promote sound financial planning for HOPWA clients.
3. To foster self-sufficiency and independence among HOPWA clients.
4. To ensure that HOPWA funds are utilized only for financial hardships that could lead to homelessness or displacement.
5. To increase stability among HOPWA clients designed to promote adherence to medical regimens.

#### **Definitions:**

**Person Living with HIV/AIDS** – Any person with proof (laboratory test result or a letter from a licensed physician) indicating that individual has serologic evidence of infection with the human immunodeficiency virus (HIV) or has been diagnosed with the acquired immunodeficiency syndrome (AIDS).

**Family** – A household composed of two or more related persons. The term family also includes one or more eligible person living with another person or persons who are determined to be important to their care or well being, and the surviving member or members of any family described in this definition who were living in a unit assisted under the HOPWA program with the person with HIV/AIDS at the time of his or her death.

**Low Income** – Household income levels are established on an annual basis by the United States Department of Housing and Urban Development (HUD). Income Limits are as follows:

**Maximum Annual Household Income by Number of Persons Living in Household – 80% AMI**

**Effective December, 2016**

| One      | Two      | Three    | Four     | Five     | Six      | Seven    | Eight    |
|----------|----------|----------|----------|----------|----------|----------|----------|
| \$35,800 | \$40,900 | \$46,000 | \$51,100 | \$55,200 | \$59,300 | \$63,400 | \$67,500 |

The income of all persons who live within a given residence must be included in the calculation of household income. The only exception is for certified caregivers. Proper documentation is required. A caregiver's income is to be excluded from the calculation of household income.

**Permanent Housing Placement as Supportive Services** – Hotel/motel shelter for persons who would otherwise be homeless. No individual is eligible for more than 21 weeks of assistance in any 52 week period.

**Permanent Housing Placement as Supportive Services** - First month's rent and security deposits; credit checks. Not to exceed 2 months of rent cost, including security deposits and fees for credit checks.

**Short-term Housing and Utilities Assistance** – Payment of rent, mortgage and utilities payments to prevent homelessness of the tenant or mortgagor of a dwelling. No individual is eligible for more than 21 weeks of assistance in any 52 week period.

**Tenant-based Housing** – Payment of rent to low income households to permit HOPWA eligible individuals to remain within their homes. The amount of rent will be determined in accordance with HOPWA regulations, 24 CFR 574.310.

**Grantee** – The Grantee for the Riverside/San Bernardino, CA EMA is the City of Riverside. The Grantee representative is:

Rosemary Gonzales (951) 826-5615, City of Riverside Housing and Neighborhood Division,  
3900 Main Street, Riverside, CA 92501

**Project Sponsor** – The Project Sponsor for Riverside County is the Housing Authority, County of Riverside. The Project Sponsor representative is:

Lindsay Sisti (951) 343-5605, Housing Authority County of Riverside, 5555 Arlington Avenue,  
Riverside, CA 92504



**Initial Assessment:**

1. All contractual obligations for documentation for HOPWA eligibility will be met. Refer to agency contract, attachments or side letters with the Project Sponsor for HOPWA services.
2. The housing case manager will make an initial assessment of client eligibility and need for emergency housing assistance, short-term housing and utilities assistance, or tenant-based assistance. The intent is to establish an accurate account of the client's finances and financial plan.

Verification of income can be met as outlined below:

**For Households Receiving Income:** Each person in the household must provide a copy of income covering four (4) consecutive weeks prior to the date of the application. Only certified caregivers are exempt from this requirement.

The following may be used as proof of income:

- a. Most recent check stubs or pay slips.

OR

- b. A copy of the previous year's income tax return.

OR

- c. Letter from employer on business letterhead stating monthly earnings.

OR

- d. A copy of current award letter from Social Security, Social Security Disability or Long-term Disability. Bank statements will be accepted only if the source of income is clearly identified in the document itself.

**For Households Not Receiving Income:** Each person in a household with no income must provide one or more of the following:

- If unable to work due to disability, a copy of disability application submitted.

OR

- A copy of "pending" letter from Social Security

OR

- A letter from a licensed physician stating the nature of the disability which has resulted in an inability to work and the expected length of time (including dates) that the person will be unable to work.

AND

- A copy of the most recent income tax return.
3. If the client is determined to be delinquent in filing income tax returns, an immediate referral is to be made to legal services. Low cost legal services are available through Inland County Legal Services (888) 245-4257 in Riverside or (800) 226-4257 in Indio.
  4. Client may be required to sign an agreement allowing the housing case manager to request a credit report from "Tenant Credit Reporting", "Consumer Credit Line" or a comparable agency. The credit report will be maintained on file by the case manager.
  5. Client will be required to provide documentation of other assets including automobiles, properties owned (other than primary residence); and investment and retirement accounts.
  6. Utilizing the information collected, the housing case manager will complete a financial fact sheet showing all income for the applicant.
  7. The housing case manager will then determine qualification for funds and the need for funds. Major considerations will include:

#### **Qualification for Funds**

- Annual household income does not exceed the figure established by HUD.
- Other assets shall not exceed identified county-wide norms for persons living with HIV/AIDS (i.e., Medically Indigent Services Program or Medi-Cal eligible, one automobile, one primary residence). No secondary residences, rental/income properties, including timeshares, or vacation clubs are allowed.
- Demonstration (i.e. copies of income tax returns, credit report, automobile registration) that the client has provided accurate and complete information. Evidence of misrepresentation or fraud will result in a denial of the request for assistance.

## **Need for Funds**

- Potential for becoming homeless, including the maintenance of utility service.
- Demonstration that the reason(s) for requiring assistance was/were beyond the client's control. It is recognized that this is highly subjective and therefore, must be documented in client record.

The housing case manager must consider the total clinical picture of the client before deciding if the client needs funds (i.e., active substance abuse, mental health issues, or compulsive gambling). For purposes of determining eligibility, spending beyond or in lieu of basic necessities such as food, rent/mortgage, utilities and clothing does not demonstrate sound financial planning. The housing case manager must have clear, complete documentation, including referrals to supportive services before the request can be approved.

8. Applicants who are in the Housing Options Program, Section 8, Shelter Plus Care, other subsidized living programs or residing in properties owned by or subsidized in any other manner are ineligible for assistance funds under HOPWA.

9. Move-in costs such as first month's rent and security deposits are allowable under supportive services assistance. To be eligible for assistance, the client must be a tenant on a valid lease for the property in which they will be residing or have been residing for a time before seeking the HOPWA assistance.

10. Application for rental housing (credit checks) fees is an allowable expense under the supportive services assistance.

11. The maximum duration of short-term housing and utilities assistance is 21 weeks in any 52 week period. The total amount of assistance in that 12-month period shall not exceed \$2,600.00.

## **Ongoing Assessment**

Each request for assistance is to be evaluated on its own merit. At the time of each request, complete documentation of the need for funds must be provided. In addition to the documentation required for contract compliance, the client must provide the following:

- Proof of income
- Copies of receipts for all bills paid or canceled checks, if applicable, or any other documentation that verifies that income was spent for living expenses, (i.e., rent, utilities, food, medical expenses, transportation, etc.)

The housing case manager will make an assessment of the appropriateness of expenditures beyond the necessities of daily living (i.e., rent, mortgage, food and clothing). This decision can be based upon multiple factors including whether the expense was necessary, whether the expense was a one-time problem, a chronic situation or an unavoidable emergency.

If the client cannot provide clear documentation with the aforementioned statements of living expenses, the request is to be denied unless the client agrees to seek financial counseling within four weeks. Credit counseling is available through Springboard Nonprofit Consumer Credit Management at (800) 431-8157. Verification of participation in credit counseling and a financial plan must be provided to the housing case manager.

Should the housing case manager question a client's capacity to live within the financial plan, he/she may request that the client re-visit a credit counselor within four weeks. Should the client refuse to do so, the request for assistance is to be denied.

After 16 of the 21 allowable weeks of either rent/mortgage or utility assistance is provided in a 52 week period, the housing case manager will review the financial plan to evaluate why the client cannot live within the plan. The housing case manager will require that the client take action to live within a reasonable financial plan before issuing any further funds. This could include such actions as: recommending that the client seek legal counsel to determine if a declaration of bankruptcy is appropriate; move to more affordable housing; enter a drug counseling and treatment program; cancel some or all credit cards; discontinue some services (i.e., cell phones, cable television [unless that is the only source for television reception], pager, magazine subscriptions, expensive car payments). If the client refuses to make the changes, the housing case manager will deny the request for assistance.

**Exceptions:**

Exceptions to these policies and procedures require prior written approval from the Project Sponsor.