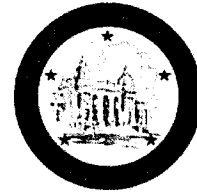


**SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 10.1
(ID # 11330)

MEETING DATE:

Tuesday, January 14, 2020

FROM: HOUSING AUTHORITY:

SUBJECT: HOUSING AUTHORITY: Ratify and approve the Fiscal Year 2019-2020 Housing Opportunity for Persons with AIDS (HOPWA) Agreement between the Housing Authority of the County of Riverside and the City of Riverside; Approve the Subcontract Template for use between the Housing Authority and all approved HOPWA Service Providers; All Districts [\$1,666,101], 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 2019-2020 Housing Opportunity for Persons with AIDS (HOPWA) Agreement, (Agreement) between the Housing Authority of the County of Riverside (Authority) and the City of Riverside, (City) awarding the Authority \$1,666,101 in HOPWA funds to implement the HOPWA program within the County of Riverside during the period July 1, 2019 through June 30, 2020, with the option by the Authority to extend the term an additional twenty-four (24) months;

Robert Field, Assistant County Executive Officer/ECD 12/26/2019

MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Hewitt
Nays: None
Absent: Spiegel
Date: January 14, 2020
xc: HA

Kecia R. Harper
Clerk of the Board

By:
Deputy

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

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 HOPWA Agreement, including, but not limited to, amendments that result in an increase in the award of HOPWA funds from the City to the Authority, subject to approval by County Counsel;
5. Ratify and approve the contracts awarded to administer HOPWA services for the period of July 1, 2019 through June 30, 2020, with the option by the Authority to extend the term an additional 24 months, to the following local service providers: Desert AIDS Project in the amount of \$306,981; Catholic Charities of San Bernardino and Riverside Counties in the amount of \$20,000; Foothill AIDS Project in the amount of \$184,725; and TruEvolution in the amount of \$65,000 (collectively, HOPWA Service Providers) for a total maximum amount of \$576,706, which amounts were included in the Authority's Fiscal Year 2019-20 Budget as part of the expenditure of total fiscal year 2019-20 HOPWA funds;
6. Approve the attached form of Professional Services Agreement for HOPWA Service Providers, (HOPWA Subcontract Template) which shall be used as the form to memorialize each contract between the Authority and the abovementioned HOPWA Service Provider's, final forms of which shall be subject to approval by County Counsel; and
7. Authorize the Authority Executive Director, or designee, to (a) execute contracts with the HOPWA Service Providers, substantially conforming in form and substance to the HOPWA Subcontract Template attached; (b) take all necessary steps to implement these HOPWA contracts, including but not limited to, signing subsequent necessary and relevant documents, and (c) approve any subsequent amendments to these HOPWA contracts provided the respective contract amounts are not increased, subject to approval by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,666,101	\$0	\$1,666,101	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: U.S. Department of Housing and Urban Development 100%			Budget Adjustment: No	
			For Fiscal Year: 2019/2020	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

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

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) \$1,666,100.88 to serve as the HOPWA Project Sponsor for Riverside County. 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 2019-20 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 2019-2020.

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 2019-2020 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 2019-20 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 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.

Each year, the Authority retains a set amount of funds to cover its administration costs, housing information service costs and housing assistance costs. In addition to providing administrative oversight of the program, the Authority also supports a HOPWA Coordinator

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

Position to coordinate HOPWA related activities, and also administers a housing assistance program, providing tenant based rental assistance to eligible individuals and their families. The total amount recommended to cover these costs during FY 19/20 is \$1,089,395.56

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 \$306,981.32; Catholic Charities of San Bernardino and Riverside Counties (Catholic Charities) in the amount of \$20,000; Foothill AIDS Project (Foothill) in the amount of \$184,725.00; and True-Evolution in the amount of \$65,000. If approved by the Board, the agreements between Authority and DAP, Catholic Charities, Foothill AIDS Project and Tru-Evolution, 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 for Service Providers attached hereto as Attachment "B" (HOPWA Subcontract Template). The total cumulative value of all proposed HOPWA Contracts shall not exceed the total maximum amount \$576,706.32 which costs were included in the Authority's Fiscal Year 2019-20 Budget as part of the expenditure of total fiscal year 2019-20 HOPWA funds. The term of each proposed HOPWA Contract shall be July 1, 2019 through June 30, 2020, with the Authority's option to extend an additional twenty-four months.

Staff recommends that the Board of Commissioner's approve and award HOPWA local service provider contracts with DAP, Catholic Charities, Foothill, and Tru-Evolution (collectively, the "Local Service Providers") in the amounts recommended herein. Staff further recommends that the Board of Commissioners approve the form of HOPWA Subcontract Template, attached hereto, and authorize the Executive Director, or designee, to negotiate and execute contracts with the Local Service Providers, substantially conforming in form and substance to the form of HOPWA Subcontract Template as a Contract for HOPWA Service Providers, 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 for Service Providers 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

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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 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:

	Housing Authority	Desert Aids Project	Catholic Charities	Foothill Aids Project	Tru-Evolution	Total
Housing Assistance	\$889,639.11	\$158,056.32	\$0	\$65,000	\$25,000	\$1,137,695.43
Supportive Services	\$0	\$97,725	\$20,000	\$97,725	\$40,000	\$255,450.00
Permanent Housing Placement	\$0	\$51,200	\$0	\$22,000	\$0	\$73,200.00
Housing Information Services	\$66,437.77	\$0	\$0	\$0	\$0	\$66,437.77
Administrative Costs	\$133,317.68	\$0	\$0	\$0	\$0	\$133,317.68
Total:	\$1,089,394.56	\$306,981.32	\$20,000	\$184,725	\$65,000	\$1,666,100.88
			Total of Contract Awards:			
			\$576,706.32			

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

ATTACHMENTS:

- A. (3) Fiscal Year 2019-20 HOPWA Agreement
- B. (1) Form of HOPWA Contract for Service Providers (Subcontract Template)


Steven Atkeson

12/31/2019


Gregory P. Priamos, Director County Counsel

12/30/2019

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**FY 2019-2020 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 _____, 2020, 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" or with reference to the following:

RECITALS

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has sponsored a program titled Housing Opportunities for Persons with AIDS ("HOPWA"), a program which 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.

WHEREAS, 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 2019-2020 and incorporated herein by this reference.

WHEREAS, the Authority has in previous fiscal years received these funds to provide similar services as a project sponsor; this year Authority will use funds in the amount of One Million Six Hundred Sixty-Six Thousand One Hundred Dollars and Eighty-Eight Cents (\$1,666,100.88) to provide services as described in the Scope of Services, attached hereto as **Exhibit "A,"** and incorporated by this reference.

WHEREAS, the City and Authority agree that Authority shall implement the HOPWA program consistent with the City's Grant Application and Authority agrees to act as a project sponsor of this program for the period named in the grant award allowing for a full expenditure of fiscal year 2019-2020 HOPWA funds during the period of July 1, 2019, through June 30, 2020, with the option by the Authority to extend the term an additional two (2) years.

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 fulfil 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, Authority certifies that 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. Authority shall carry the insurance or provide for self-insurance required by California law to protect said Authority from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Authority shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Authority is self-insured for such coverage, or (2) a certified statement that Authority has no employees, and acknowledging that if Authority does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

4. Prior to City's execution of this Agreement, 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 Authority, or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of 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.

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 Authority's indemnification obligations stated in this section.

Prior to 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 City and shall include 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 City by certified or registered mail.

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

The insurance requirements stated in this section may be satisfied by 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 Authority and for any costs or expenses incurred by the Authority or 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 City and for any costs or expenses incurred by the Authority on account of any claims therefore.

7. The Authority agrees to provide City with all the documentation required by HUD for the HOPWA program upon 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 AIDS Housing 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 2019-2020 Project Budget, attached hereto as **Exhibit "B,"** and incorporated by this reference, along with any adjustments, as approved by City.
- (iv) Authority must maintain current and accurate data on race and ethnicity of program participants (Sec. 574.530 Record keeping).
- (v) Any other related records as City shall require.

B. Reports:

- (i) Quarterly reports to the City of Riverside regarding the use of HOPWA funds by the Contractors as provided herein. Reports are due October 15, 2019 (1st Quarter), January 15, 2020 (2nd Quarter), April 15, 2020 (3rd Quarter), and July 15, 2020 (4th Quarter).
- (ii) Any such other reports as 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 AIDS Housing 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, 2019, and shall terminate when all program funds have been expended, or no later than June 30, 2020. 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 Development Director.

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 Sixty-Six Thousand One Hundred Dollars and Eighty-Eight Cents (\$1,666,100.88)**. As authorized by HUD, the Authority may bill the City an amount not to exceed **One Hundred Thirty-Three Thousand Three Hundred Seventeen Dollars and Sixty-Eight Cents (\$133,317.68)** 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 Sixty-Six Thousand One Hundred Dollars and Eighty-Eight Cents (\$1,666,100.88)**. 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. Authority shall at all times during its performance of this Agreement retain its status as independent contractor. Authority's employees and agents shall under no circumstances be considered or held to be employees or agents of City and 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 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 2019-2020 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: _____
City Manager

By: *V. M. P.*
Name: **V. MANUEL PEREZ**
Title: *Chairman*

Date: _____

Date: **JAN 14 2020**

Attest: _____
City Clerk

APPROVED AS TO FORM
Gregory P. Priamos
County Counsel

Date: _____

By: *Maisha L. Victor* 12/18/19
Deputy County Counsel

Certified as to Availability of Funds:

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

By: _____
Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

**EXHIBIT "A"
SCOPE OF SERVICES**

Housing Opportunities for Persons with AIDS (HOPWA) Funding FY 2019-2020

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); short-term emergency housing; 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:

	Continuing Clients	New Clients	Total
Tenant Based Rental Assistance (TBRA)	94	14	108
Project Based Rental Assistance	18	0	18
Project Based HOPWA Acquisition	11	0	11
Short-Term Emergency Housing			
<i>TruEvolution</i>	0	15	15
<i>Foothill AIDS Project</i>	0	20	20
Total Short-Term Emergency Housing	0	35	35
Short Term Rental/Mortgage/Utility Assistance			
<i>Desert AIDS Project</i>	0	79	79
<i>Catholic Charities</i>	0	10	10
<i>Foothill AIDS Project</i>	0	27	27
Total STRMU	0	116	116
Supportive Services			
<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
Total Supportive Services	55	110	165
Permanent Housing Placement			
<i>Desert AIDS Project</i>	0	33	33
<i>Catholic Charities</i>	0	8	8
<i>Foothill AIDS Project</i>	0	13	13
Total Permanent Housing Placement	0	54	54
Housing Information Services	178	329	507

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

EXHIBIT "A" **SCOPE OF SERVICES**

subsidy to low income HIV positive households. The Housing Authority will also maintain a waiting list for the HOP program. HACR anticipates serving 108 households with the HOP program during the next 12 month contract period.

- 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 \$89,280 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, Short-Term Emergency Housing, 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 \$487,426.32 has been allocated to these services which will to serve approximately 329 new unduplicated clients.
- Housing Information Services will be provided by HACR. An estimated 507 persons will receive Housing Information Services
- Finally, \$116,627 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

EXHIBIT "A"
SCOPE OF SERVICES

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

EXHIBIT "B"

Fiscal Year 2019-2020 Project Budget

Exhibit B
RIVERSIDE COUNTY HOPWA PROGRAM
Budget FY 2019/2020

Expense Category		
Housing Assistance		
Tenant Based Rental Assistance		
	Housing Assistance Payment	\$742,678.19
	TBRA Case Manager (Housing Specialist I)	\$66,000.00
	Dan Rubin @ 10% (Inspector)	\$23,651.54
	Total TBRA	\$832,329.73
Permanent Supportive Housing (Project Based)		
	HACR	\$74,000.00
	DAP	\$89,280.00
	Total Project Based	\$163,280.00
STRMU		
	DAP	\$68,776.32
	Catholic Charities (CC)	\$0.00
	FAP	\$35,000.00
	Total STRMU	\$103,776.32
Short-Term Emergency		
	TruEv	\$25,000.00
	FAP	\$30,000.00
	Total Short-Term Emergency	\$55,000.00
Total Housing Assistance		\$1,154,386.05
Supportive Services Personnel		
	Catholic Charities	\$20,000.00
	DAP-Case Mgr, CM Assistant, Supplies, Bens	\$97,725.00
	FAP-Case Mgr, CM Assistance, Supplies, Bens	\$97,725.00
	Tru-Evolution	\$40,000.00
Total Supportive Services		\$255,450.00
Permanent Housing PI Move-in/Security		
	FAP	\$22,000.00
	DAP	\$51,200.00
	Catholic Charities (CC)	\$0.00
Total Permanent Housing		\$73,200.00
Housing Information		
	Housing Coordinator, Housing Specialist @ 100%	\$66,437.77
Total		\$66,437.77
Administration		
	Tanya Torno @ 25% (Management)	\$28,634.00
	Dan Rubin @ 35% (Inspections, Courier)	\$24,363.21
	Ivy Sosa @ 20% (Billings)	\$19,132.00
	HS-III @ 30% (Project Leader) - was Gibson ,Jamie PCN#24292	\$8,551.72
	Payroll Fees (Worker's Comp, HR Fees, etc.)	\$10,467.00
	Office Rent	\$10,350.00
	Legal	\$500.00
	Newspaper Advertisement for RFP	\$687.00
	Travel for Annual HOPWA Conference	\$5,300.00
	Audit	\$500.00
	Miscellaneous (Supplies, Postage, etc.)	\$8,142.13
	Limited to 7% of Budget Total	\$116,627.06
Total Budget/Expenses		\$1,666,100.88

EXHIBIT "C"

24 CFR Chapter V, Part 574 and HUD/HOPWA Certifications

§ 574.130

24 CFR Ch. V (4-1-03 Edition)

provided under this part. In allocating grant amounts among eligible activities, the EMBA's applicant shall address needs of eligible persons who reside within the metropolitan statistical area, including those not within the jurisdiction of the applicant.

(60 FR 1817, Jan. 8, 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 EMBA's proportionate share of the high incidence factor among EMBA'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 EMBA's proportionate share is determined by dividing its high incidence factor by the sum of the high incidence factors for all

EMBA'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 6170, Dec. 22, 1992, as amended at 60 FR 1818, 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 national 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 7063, Feb. 29, 1996)

§ 574.310 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.

§ 574.340 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 7063, Feb. 29, 1996)

§ 574.360 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 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 2505-0133)

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 counseling for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap;

(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);

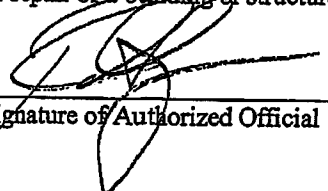
Housing Opportunities for Persons With AIDS Certifications

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

7/11/19
Date

City of Riverside Assistant City Manager
Title

EXHIBIT "D"

Key Personnel EXHIBIT "E"

Corporate Signatures Certification

HOPWA Subrecipient Agreement 2019-2020

EXHIBIT D

KEY PERSONNEL

HOPWA Funding FY 2019-2020

Position	Name of Employee
Principal Development Specialist	Tanya Torno
HOPWA Coordinator	Lindsay Sisti
Senior Accountant	Jennifer Paz
Inspector	Daniel Rubin

*PLACEHOLDER
FOR 2020
COUNTY
BOARD
OF
SUPERVISORS
REPORT*

EXHIBIT "F"

Federal Funding Accountability and Transparency Act (FFATA)

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.

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 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 if the 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.

I, Michael Walsh (print name), hereby agree that:

I read and understand the information provided above.

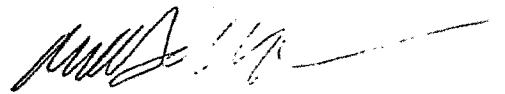
I acknowledge and agree that:
(Please check one of the following)

 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 Riverside County (agency name) does meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if 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.	Carrie Harmon	\$201,596.71
2.	Cindy Hui-Manalo	\$167,856.19
3.	Michael Walsh	\$167,333.00
4.	Juan Garcia	\$159,867.04
5.	Thomas Lines	\$145,149.00



Signature of President/Executive Director/Board Chair

Michael Walsh, Deputy Director

Printed Name of President/Executive Director/Board Chair

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PROFESSIONAL SERVICES AGREEMENT

For

Housing Opportunities for Persons with AIDS (HOPWA)

Services Provider

By and Between

The Housing Authority of the County Of Riverside

And

[FUNDED AGENCY]



1 THIS PROFESSIONAL SERVICES AGREEMENT FOR HOPWA SERVICES
2 PROVIDER ("Agreement"), is made and entered into this ____ day of _____,
3 2019, by and between [FUNDED AGENCY], a [type of corp. or non-profit]
4 ("CONTRACTOR") and the HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE,
5 a public entity, corporate and politic ("AUTHORITY"). The parties agree as follows:
6

7 **1. Description of Services**

8 CONTRACTOR shall provide AUTHORITY clients with Acquired
9 Immunodeficiency Syndrome (AIDS) and/or related diseases who are low-income, and
10 their families, with the following services as outlined and specified in the Scope of
11 Service, attached hereto as Exhibit "A" and incorporated herein by this reference,
12 including but not limited to the following:

- 13 A. Supportive Services Personnel.
- 14 B. Project-Based Assistance.
- 15 C. Short-Term Housing / Utility Assistance.
- 16 D. Permanent Housing Placement.

17 Collectively, the HOPWA Services.

18 **1.1 Definitions:** Capitalized terms used herein shall have the meanings set
19 forth in this Paragraph 1.

- 20 a) "CFR" means the Code of Federal Regulations.
- 21 b) "CONTRACTOR" means [FUNDED AGENCY], the actual provider of
22 the eligible HOPWA services.
- 23 c) "Grantee" means The City of Riverside, the legal entity to which a grant
24 is awarded and that is accountable for the use of the funds.
- 25 d) "HUD" means the U.S. Department of Housing and Urban
26 Development.
- 27 e) "Project Sponsor" means the Housing Authority of the County of
28 Riverside (AUTHORITY), the agency that receives funds from the

1 Grantee to carry out eligible activities identified in Chapter 24 of the
2 Code of Federal Regulations, Part 574.

3 f) "Regulations" means 24 CFR Part 574. These HOPWA regulations
4 provide information on formula entitlements, competitive grants, use of
5 grant funds, grantee and sponsor responsibilities, grant administration,
6 and other federal requirements.

7 **1.2** CONTRACTOR represents that it has the skills, experience and knowledge
8 necessary to fully and adequately perform under this Agreement, and AUTHORITY relies
9 upon this representation. CONTRACTOR shall perform to the satisfaction of
10 AUTHORITY, and CONTRACTOR shall perform the services and duties in conformance
11 to and consistent with the standards generally recognized as being employed by
12 professionals in the same discipline in the State of California. CONTRACTOR further
13 represents and warrants to AUTHORITY that it has all licenses, permits, qualifications
14 and approvals of whatever nature are legally required to practice its profession.
15 CONTRACTOR further represents that it shall keep all such licenses and approvals in
16 effect during the term of this Agreement.

17 **1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed
18 under this Agreement; and CONTRACTOR agrees it can properly perform this work at the
19 fee stated in Paragraph 3.1. CONTRACTOR shall not perform services or provide products
20 that are not set forth in this Agreement, unless by prior written request of AUTHORITY.

21 **1.4** Acceptance by AUTHORITY of CONTRACTOR'S performance under this
22 Agreement does not operate as a release of CONTRACTOR'S responsibility for full
23 compliance with the terms of this Agreement.

24
25 **2. Period of Performance**

26 **2.1** This Agreement shall commence on July 1st, 2019, and shall continue until
27 the funds are expended or until June 30, 2020, whichever occurs first, unless earlier
28

1 terminated pursuant to Paragraph 5 below. CONTRACTOR shall commence
2 performance upon July 1st, 2019 and shall diligently and continuously perform thereafter.

3
4 **3. Compensation**

5 **3.1** AUTHORITY shall pay CONTRACTOR for services performed, products
6 provided and expenses incurred in accordance with the Scope of Service attached
7 hereto as Exhibit "A", the HOPWA Services. Maximum payment by AUTHORITY to
8 CONTRACTOR for the services provided herein, shall not exceed [AWARD AMOUNT]
9 (\$xxx,xxx), including all expenses, ("Contracted Amount").

10 AUTHORITY shall not be responsible for any fees or costs incurred above or
11 beyond the aforementioned Contracted Amount and AUTHORITY shall have no
12 obligation to purchase any specified amount of services or products, unless agreed to in
13 writing by AUTHORITY pursuant to Paragraph 4 below. CONTRACTOR shall not be
14 entitled to any additional fees for any of the HOPWA Services other than those set forth
15 below.

16 No compensation shall be allowed for administrative, overhead, insurance, word
17 processing (normal or overflow secretarial time or overtime, or computer time or service)
18 and related expenses.

19 **3.2** The maximum amounts payable to the CONTRACTOR pursuant to this
20 Agreement shall be as follows:

21	FY 19/20	Supportive Services Personnel:	\$xx,xxx
22	FY 19/20	Short-Term Housing / Utility Assistance:	\$xx,xxx
23	FY 19/20	Permanent Housing Placement:	\$xx,xxx
24	FY 19/20	TOTAL:	\$xx,xxx

25 **3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted
26 to AUTHORITY by CONTRACTOR. AUTHORITY shall pay the invoice within thirty (30)
27 working days from the date of receipt of the invoice. Payment shall be made to
28 CONTRACTOR only after services have been rendered or delivery of materials or

1 products, and acceptance has been made by AUTHORITY. Prepare invoices in
2 duplicate. For this Agreement, send the original and duplicate copies of invoices to:

3 Housing Authority of the County of Riverside

4 5555 Arlington Avenue, Riverside, CA 92504

5 ATTN: Lindsay Sisti

6 (951) 343-5605

7 a) The CONTRACTOR shall submit a monthly invoice for actual
8 expenses incurred in providing the HOPWA Services along with
9 appropriate documentation of expenditures (receipts, copies of checks
10 issued, time cards, travel expense, etc.); remittance address; and an
11 invoice total.

12 b) The "Participant Profile" as defined in Exhibit "B", must be
13 completed monthly and submitted with each invoice to AUTHORITY for
14 reimbursement. AUTHORITY shall reimburse the CONTRACTOR for all
15 documented expenses deemed acceptable which are in accordance with
16 Exhibit "A" and Exhibit "H".

17 c) The Invoice and the Participant Profile must be submitted within five
18 (5) working days of the end of the reporting period. Expenditures may not
19 be reimbursed if all documentation is not received in a timely manner.

20 d) If the eligibility of expenditures cannot be determined because
21 CONTRACTOR'S records or documentation are nonexistent or
22 inadequate, according to generally accepted accounting practices, the
23 questionable costs shall be disallowed by AUTHORITY.

24 **3.4** AUTHORITY'S obligation for payment of this Agreement beyond the
25 current fiscal year end is contingent upon and limited by the availability of AUTHORITY'S
26 funding from which payment can be made. No legal liability on the part of AUTHORITY
27 shall arise for payment beyond June 30 of each calendar year unless funds are made
28 available for such payment. In the event that such funds are not forthcoming for any

1 reason, AUTHORITY shall immediately notify CONTRACTOR in writing, and this
2 Agreement shall be deemed terminated and have no further force and effect.

3 **3.5** CONTRACTOR acknowledges and agrees that this Agreement and the
4 provision of services hereunder is nonexclusive and that the AUTHORITY may enter into
5 similar agreements with other entities for the provision of similar services.

6 **3.6** Reimbursement to the CONTRACTOR is contingent upon the Grantee
7 receiving funding from HUD and AUTHORITY receiving funding from the Grantee.

8 **3.7** The CONTRACTOR agrees that if, during the period of performance,
9 AUTHORITY determines that the total Contracted Amount will not be expended,
10 AUTHORITY, in its sole and absolute discretion, reserves the right to reduce the
11 Contracted Amount, as determined by a review of CONTRACTOR'S invoices. Any
12 reductions will be made in accordance with the terms outlined below in Paragraph 4
13 and/or Paragraph 5.

14
15 **4. Alteration or Changes to the Agreement**

16 **4.1** No alteration or variation of the terms of this Agreement shall be valid
17 unless made in writing and signed by the parties hereto, and no oral understanding or
18 agreement not incorporated herein shall be binding on any of the parties hereto. No
19 additional services shall be performed by CONTRACTOR without a written amendment
20 to this Agreement.

21 **4.2** CONTRACTOR understands that the AUTHORITY Contracting Officer or
22 the AUTHORITY Deputy Executive Director are the only authorized AUTHORITY
23 representatives who may at any time, by written order, make any alterations within the
24 general scope of this Agreement.

25 **4.3** AUTHORITY, in its sole and absolute discretion, may choose to amend the
26 Agreement to extend the term for a period of up to 12 months by delivering, in writing, to
27 CONTRACTOR, a notice of amendment describing the terms of the extension.

28 **4.4** Any claim by the CONTRACTOR for additional payment related to this

1 Agreement shall be made in writing by the CONTRACTOR within 30 days of when the
2 CONTRACTOR has or should have notice of any actual or claimed change in the Scope
3 of Service, which results in additional and unanticipated cost to the CONTRACTOR. If
4 the AUTHORITY Contracting Officer decides that the facts provide sufficient justification,
5 he may authorize additional payment to the CONTRACTOR pursuant to the claim.
6 Nothing in this Paragraph 4 shall excuse the CONTRACTOR from proceeding with
7 performance of the Agreement even if there has been a change in the Scope of Service.
8

9 **5. Termination**

10 **5.1** AUTHORITY may, by written notice to CONTRACTOR, terminate this
11 Agreement in whole or in part at any time. Such termination may be for AUTHORITY'S
12 convenience or because of CONTRACTOR'S failure to perform its duties and obligations
13 under this Agreement including, but not limited to, the failure of CONTRACTOR to timely
14 perform services pursuant to this Agreement, including, but not limited to the Scope of
15 Service attached hereto as Exhibit "A" and the HOPWA Services.

16 **5.2 Discontinuance of Services.** Upon Termination, CONTRACTOR shall,
17 unless otherwise directed by the notice, discontinue all services and deliver to
18 AUTHORITY all data, estimates, graphs, summaries, reports, and other related materials
19 as may have been prepared or accumulated by CONTRACTOR in performance of
20 services, whether completed or in progress.

21 **5.3 Effect of Termination for Convenience.** If the termination is to be for the
22 convenience of AUTHORITY, then AUTHORITY shall compensate CONTRACTOR for
23 services satisfactorily provided through the date of termination. CONTRACTOR shall
24 provide documentation deemed adequate by AUTHORITY to show the services actually
25 completed by CONTRACTOR prior to the date of termination. This Agreement shall
26 terminate thirty (30) days following receipt by CONTRACTOR of the written notice of
27 termination.

28 **5.4 Effect of Termination for Cause.** If the termination is due to the failure of

1 CONTRACTOR to fulfill its obligations under this Agreement, CONTRACTOR shall be
2 compensated for those services which have been completed in accordance with this
3 Agreement and accepted by AUTHORITY. In such case, AUTHORITY may take over
4 the work and prosecute the same to completion by contract or otherwise. Further,
5 CONTRACTOR shall be liable to AUTHORITY for any reasonable additional costs
6 incurred by AUTHORITY to revise work for which AUTHORITY has compensated
7 CONTRACTOR under this Agreement, but which the AUTHORITY has determined in its
8 sole discretion needs to be revised in part or whole to complete the project. Prior to
9 discontinuance of services, AUTHORITY may arrange for a meeting with
10 CONTRACTOR to determine what steps, if any, CONTRACTOR can take to adequately
11 fulfill its requirements under this Agreement. In its sole discretion, AUTHORITY may
12 propose an adjustment to the terms and conditions of the Agreement, including the
13 contract price. Such contract adjustments, if accepted in writing by the parties, shall
14 become binding on CONTRACTOR and shall be performed as part of this Agreement.
15 In the event of termination for cause, unless otherwise agreed to in writing by the parties,
16 this Agreement shall terminate seven (7) days following the date the notice of termination
17 was mailed to CONTRACTOR. Termination of this Agreement for cause may be
18 considered by AUTHORITY in determining whether to enter into future agreements with
19 CONTRACTOR.

20 **5.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S
21 rights under this Agreement shall terminate (except for fees accrued prior to the date of
22 termination) upon dishonesty, or a willful or material breach of this Agreement by
23 CONTRACTOR, or in the event of CONTRACTOR'S unwillingness or inability for any
24 reason whatsoever to perform the duties hereunder, or if the Agreement is terminated
25 pursuant to this Paragraph 5. In such event, CONTRACTOR shall not be entitled to any
26 further compensation under this Agreement.

27 **5.6** If this Agreement is federally or State funded, CONTRACTOR cannot be
28 debarred from the System for Award Management (SAM). CONTRACTOR must notify

1 AUTHORITY immediately of a debarment. Reference: System for Award Management
2 (SAM) at <https://www.sam.gov> for the Central Contractor Registry (CCR), Federal
3 Agency Registration (FedReg), Online Representations and Certifications Application,
4 (ORCA) and Excluded Parties List System (EPLS). (Executive Order 12549, 7 CFR Part
5 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM)
6 is the Official U.S. Government system that consolidated the capabilities of CCR,
7 FedReg, ORCA, and EPLS.

8 **5.7** The rights and remedies of AUTHORITY provided in this Paragraph 5 shall
9 not be exclusive and are in addition to any other rights and remedies provided by law or
10 this Agreement.

11

12 **6. Ownership/Use of Contract Materials and Products**

13 CONTRACTOR agrees that all materials, reports or products in any form, including
14 electronic, created by CONTRACTOR for which CONTRACTOR has been compensated
15 by AUTHORITY pursuant to this Agreement shall be the sole property of AUTHORITY.
16 The material, reports or products may be used by the AUTHORITY for any purpose that
17 AUTHORITY deems to be appropriate, including, but not limit to, duplication and/or
18 distribution within AUTHORITY or to third parties. CONTRACTOR agrees not to release
19 or circulate in whole or part such materials, reports, or products without prior written
20 authorization of AUTHORITY.

21

22 **7. Conduct of Contractor**

23 **7.1** CONTRACTOR covenants that it presently has no interest, including but
24 not limited to, other projects or independent contracts, and shall not acquire any such
25 interest, direct or indirect, which would conflict in any manner or degree with the
26 performance of services required under this Agreement. CONTRACTOR further
27 covenants that in the performance of this Agreement, no person having any such interest
28 shall be employed or retained by it under this Agreement. CONTRACTOR agrees to

1 inform AUTHORITY of all CONTRACTOR'S interests, if any, which are or may be
2 perceived as incompatible with AUTHORITY'S interests.

3 **7.2** CONTRACTOR shall not, under circumstances which could be interpreted
4 as an attempt to influence the recipient in the conduct of his/her duties, accept any
5 gratuity or special favor from individuals or firms with whom CONTRACTOR is doing
6 business or proposing to do business, in accomplishing the work under this Agreement.

7 **7.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and
8 entertainment directly or indirectly to AUTHORITY employees.

9 **7.4** CONTRACTOR agrees to submit to AUTHORITY, prior to release, copies
10 of any proposed publicity pertaining to this Agreement. AUTHORITY reserves the right
11 to modify or withdraw said publicity, in its sole and absolute discretion.

12
13 **8. Inspection of Service; Quality Control/Assurance**

14 **8.1** All performance (which includes services, workmanship, materials,
15 supplies and equipment furnished or utilized in the performance of this Agreement) shall
16 be subject to inspection and test by AUTHORITY or other regulatory agencies at all
17 times. The CONTRACTOR shall provide adequate cooperation to AUTHORITY
18 representative(s) to permit him/her to determine CONTRACTOR'S conformity with the
19 terms of this Agreement. If any services performed or products provided by
20 CONTRACTOR are not in conformance with the terms of this Agreement, AUTHORITY
21 shall have the right to require CONTRACTOR to perform the services or provide the
22 products in conformance with the terms of the Agreement at no additional cost to
23 AUTHORITY. When the services to be performed or the products to be provided are of
24 such nature that the difference cannot be corrected, AUTHORITY shall have the right to:
25 (1) require CONTRACTOR immediately to take all necessary steps to ensure future
26 performance in conformity with the terms of the Agreement; and/or (2) reduce the
27 Agreement price to reflect the reduced value of the services performed or products
28 provided. AUTHORITY may also terminate this Agreement for default and charge to

1 CONTRACTOR any costs incurred by AUTHORITY because of CONTRACTOR'S failure
2 to perform.

3 **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring to
4 ensure proper performance under this Agreement; and shall permit an AUTHORITY
5 representative(s) to monitor, assess or evaluate CONTRACTOR'S performance under
6 this Agreement at any time upon reasonable notice to CONTRACTOR.

7
8 **9. Independent Contractor/Employment Eligibility**

9 **9.1** CONTRACTOR is, for purposes relating to this Agreement, an
10 independent contractor and shall not be deemed an employee of AUTHORITY. It is
11 expressly understood and agreed that CONTRACTOR (including its employees, agents
12 and subcontractors) shall in no event be entitled to any benefits to which AUTHORITY
13 employees are entitled, including but not limited to overtime, any retirement benefits,
14 worker's compensation benefits, and injury leave or other leave benefits. There shall be
15 no employer-employee relationship between the parties, and CONTRACTOR shall hold
16 AUTHORITY harmless from any and all claims that may be made against AUTHORITY
17 based upon any contention by a third party that an employer-employee relationship
18 exists by reason of this Agreement. It is further understood and agreed by the parties
19 that CONTRACTOR in the performance of this Agreement is subject to the control or
20 direction of AUTHORITY merely as to the results to be accomplished and not as to the
21 means and methods for accomplishing the results.

22 **9.2** CONTRACTOR warrants that it shall make its best effort to fully comply
23 with all federal and state statutes and regulations regarding the employment of aliens
24 and others and to ensure that employees performing work under this Agreement meet
25 the citizenship or alien status requirement set forth in federal statutes and regulations.
26 CONTRACTOR shall obtain, from all employees performing work hereunder, all
27 verification and other documentation of employment eligibility status required by federal
28 or state statutes and regulations including, but not limited to, the Immigration Reform and

1 Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be
2 hereafter amended. CONTRACTOR shall retain all such documentation for all covered
3 employees, for the period prescribed by the law.
4

5 **10. Subcontract for Work or Services**

6 No contract shall be made by CONTRACTOR with any other party for furnishing
7 any of the work or services under this Agreement without the prior written approval of
8 AUTHORITY, but this provision shall not require the approval of contracts of employment
9 between CONTRACTOR and personnel assigned under this Agreement, or for parties
10 named in the proposal and agreed to under this Agreement.
11

12 **11. Disputes**

13 **11.1** The parties shall attempt to resolve any disputes amicably at the working
14 level. If that is not successful, the dispute shall be referred to the senior management of
15 the parties. Any dispute relating to this Agreement which is not resolved by the parties
16 shall be decided by AUTHORITY'S Contracting Officer who shall furnish the decision in
17 writing. The decision of AUTHORITY'S Contracting Officer shall be final and conclusive
18 unless determined by a court of competent jurisdiction to have been fraudulent,
19 capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith.
20 CONTRACTOR shall proceed diligently with the performance of this Agreement pending
21 the resolution of a dispute.

22 **11.2** Prior to the filing of any legal action related to this Agreement, the parties
23 shall be obligated to attend a mediation session in Riverside County before a neutral
24 third party mediator. A second mediation session shall be required if the first session is
25 not successful. The parties shall share the cost of the mediations. Each party shall be
26 responsible for its own legal fees and other expenses incident to the preparation for
27 mediation.
28

1 **12. Licensing and Permits**

2 CONTRACTOR shall comply with all State or other licensing requirements,
3 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and
4 Professions Code. All licensing requirements shall be met at the time proposals are
5 submitted to the AUTHORITY. CONTRACTOR warrants that it has all necessary
6 permits, approvals, certificates, waivers and exemptions necessary for performance of
7 this Agreement as required by the laws and regulations of the United States, the State
8 of California, the County of Riverside and all other governmental agencies with
9 jurisdiction, and shall maintain these throughout the term of this Agreement.

10
11 **13. Data Security**

12 **13.1 Definitions:** Capitalized terms used herein shall have the meanings set
13 forth in this Paragraph 13.

14 "Authorized Employees" means CONTRACTOR'S employees who have a need
15 to know or otherwise access Personal Information to enable CONTRACTOR to perform
16 its obligations under this Agreement.

17 "Authorized Persons" means (i) Authorized Employees; and (ii) CONTRACTOR'S
18 subcontractors, agents, and auditors who have a need to know or otherwise access
19 Personal Information to enable CONTRACTOR to perform its obligations under this
20 Agreement, and who are bound in writing by confidentiality obligations sufficient to
21 protect Personal Information in accordance with the terms and conditions of this
22 Agreement.

23 "Highly-Sensitive Personal Information" means an (i) individual's government-
24 issued identification number (including social security number, driver's license number
25 or state-issued identified number); (ii) financial account number, credit card number,
26 debit card number, credit report information, with or without any required security code,
27 access code, personal identification number or password, that would permit access to
28 an individual's financial account; or (iii) biometric or health data.

1 "Personal Information" means information provided to CONTRACTOR by or at
2 the direction of AUTHORITY, or to which access was provided to CONTRACTOR by or
3 at the direction of AUTHORITY, in the course of CONTRACTOR'S performance under
4 this Agreement that: (i) identifies or can be used to identify an individual (including,
5 without limitation, names, signatures, addresses, telephone numbers, e-mail addresses
6 and other unique identifiers); or (ii) can be used to authenticate an individual (including,
7 without limitation, employee identification numbers, government-issued identification
8 numbers, passwords or PINs, financial account numbers, credit report information,
9 biometric or health data, answers to security questions and other personal identifiers), in
10 case of both subclauses (i) and (ii), including, without limitation, all Highly-Sensitive
11 Personal Information. Business contact information is not by itself deemed to be
12 Personal Information.

13 **13.2 Standard of Care:**

14 **A.** CONTRACTOR acknowledges and agrees that, in the course of its
15 engagement by AUTHORITY, CONTRACTOR may receive or have access to Personal
16 Information. CONTRACTOR shall comply with the terms and conditions set forth in this
17 Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure
18 of such Personal Information and be responsible for the unauthorized collection, receipt,
19 transmission, access, storage, disposal, use and disclosure of Personal Information
20 under its control or in its possession by all Authorized Employees/Authorized Persons.
21 CONTRACTOR shall be responsible for, and remain liable to, AUTHORITY for the
22 actions and omissions of all Authorized Persons that are not Authorized Employees
23 concerning the treatment of Personal Information as if they were CONTRACTOR's own
24 actions and omissions.

25 **B.** Personal Information is deemed to be Confidential Information of AUTHORITY
26 and is not Confidential Information of CONTRACTOR. In the event of a conflict or
27 inconsistency between this Section 13 and compliance with California law, the terms and
28 conditions set forth in this Section 13 shall govern and control.

1 C. In recognition of the foregoing, CONTRACTOR agrees and covenants that it
2 shall:

- 3 (i) keep and maintain all Personal Information in strict confidence, using such
4 degree of care as is appropriate to avoid unauthorized access, use or disclosure;
5 (ii) use and disclose Personal Information solely and exclusively for the purposes
6 for which the Personal Information, or access to it, is provided pursuant to the
7 terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute,
8 or otherwise disclose or make available Personal Information for
9 CONTRACTOR'S own purposes or for the benefit of anyone other than
10 AUTHORITY, in each case, without AUTHORITY'S prior written consent; and
11 (iii) not, directly or indirectly, disclose Personal Information to any person other
12 than its Authorized Employees/Authorized Persons, (an "Unauthorized Third
13 Party"), without express written consent from AUTHORITY, unless and to the
14 extent required by government authorities or as otherwise to the extent expressly
15 required by applicable law, in which case, CONTRACTOR shall (i) use best efforts
16 to notify AUTHORITY before such disclosure or as soon thereafter as reasonably
17 possible; and (ii) require the Unauthorized Third Party that has access to Personal
18 Information to execute a written agreement agreeing to comply with the terms and
19 conditions of this Agreement relating to the treatment of Personal Information.

20 **13.3 Information Security:**

21 A. CONTRACTOR represents and warrants that its collection, access, use,
22 storage, disposal and disclosure of Personal Information does and will comply with all
23 applicable federal, state, privacy and data protection laws, as well as all other applicable
24 regulations and directives.

25 B. At a minimum, CONTRACTOR'S safeguards for the protection of Personal
26 Information shall include: (i) limiting access of Personal Information to Authorized
27 Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files,
28 servers, back-up systems and computing equipment, including, but not limited to, all

1 mobile devices and other equipment with information storage capability; (iii)
2 implementing network, device application, database and platform security; (iv) securing
3 information transmission, storage and disposal; (v) implementing authentication and
4 access controls within media, applications, operating systems and equipment; (vi)
5 encrypting Highly-Sensitive Personal Information stored on any mobile media; (vii)
6 encrypting Highly-Sensitive Personal Information transmitted over public or wireless
7 networks; (viii) strictly segregating Personal Information from information of
8 CONTRACTOR or its other customers so that Personal Information is not commingled
9 with any other types of information; (ix) implementing appropriate personnel security and
10 integrity procedures and practices, including, but not limited to, conducting background
11 checks consistent with applicable law; and (x) providing appropriate privacy and
12 information security training to CONTRACTOR'S employees.

13
14 **14. Non-Discrimination**

15 CONTRACTOR shall not be discriminate in the provision of services, allocation of
16 benefits, accommodation in facilities, or employment of personnel on the basis of ethnic
17 group identification, race, religious creed, color, national origin, ancestry, physical
18 handicap, medical condition, marital status or sex in the performance of this Agreement;
19 and, to the extent they shall be found to be applicable hereto, shall comply with the
20 provisions of the California Fair Employment Practices Act (commencing with Section
21 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the
22 Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable
23 laws or regulations.

24
25 **15. Records and Documents**

26 CONTRACTOR shall make available, upon written request by any duly authorized
27 Federal, State or County agency, a copy of this Agreement and such books, documents
28 and records as are necessary to certify the nature and extent of the CONTRACTOR'S

1 costs related to this Agreement. All such books, documents and records shall be
2 maintained by CONTRACTOR for at least five (5) years following termination of this
3 Agreement and be available for audit by the AUTHORITY. CONTRACTOR shall provide
4 to AUTHORITY reports and information related to this Agreement as requested by
5 AUTHORITY.

6
7 **16. Confidentiality**

8 **16.1** CONTRACTOR shall not use for personal gain or make other improper use
9 of privileged or confidential information which is acquired in connection with this
10 Agreement. The term "privileged or confidential information" includes but is not limited to:
11 unpublished or sensitive technological or scientific information; medical, personnel, or
12 security records; anticipated material requirements or pricing/purchasing actions;
13 AUTHORITY information or data which is not subject to public disclosure; AUTHORITY
14 operational procedures; and knowledge of selection of contractors, subcontractors or
15 suppliers in advance of official announcement.

16 **16.2** CONTRACTOR shall protect from unauthorized disclosure, names and
17 other identifying information concerning persons receiving services pursuant to this
18 Agreement, except for general statistical information not identifying any person.
19 CONTRACTOR shall not use such information for any purpose other than carrying out
20 CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall promptly
21 transmit to AUTHORITY all third party requests for disclosure of such information.
22 CONTRACTOR shall not disclose, except as otherwise specifically permitted by this
23 Agreement or authorized in advance in writing by AUTHORITY, any such information to
24 anyone other than AUTHORITY. For purposes of this Paragraph 16, identity shall include,
25 but not be limited to, name, date of birth, social security number, symbol, identifying
26 number, or other identifying particulars assigned to the individual, such as finger or voice
27 print or a photograph.

1 **16.3** CONTRACTOR is subject to and shall operate in compliance with all
2 relevant requirements contained in the Health Insurance Portability and Accountability
3 Act (HIPAA) for sensitive patient data protection. Companies that deal with protected
4 health information (PHI) must have physical, network, and process security measures in
5 place and follow them to ensure HIPAA Compliance. Covered entities (anyone providing
6 treatment, payment, and operations in healthcare) and business associates (anyone who
7 has access to patient information and provides support in treatment, payment, or
8 operations) must meet HIPAA Compliance. Other entities, such as subcontractors and
9 any other related business associates must also be in compliance with HIPAA and the
10 related laws and regulations promulgated subsequent thereto.

11
12 **17. Administration/Contract Liaison**

13 The Deputy Executive Director of the Housing Authority of the County of
14 Riverside, or designee, shall administer this Agreement on behalf of AUTHORITY and is
15 authorized to take any and all actions on behalf of AUTHORITY as set forth herein and
16 to terminate services in accordance with Paragraph 5 of this Agreement. Whenever a
17 reference is made herein to an action or approval to be undertaken by AUTHORITY, the
18 Deputy Executive Director, or designee, is authorized to act unless this Agreement
19 specifically provides otherwise.

20
21 **18. Notices**

22 All correspondence and notices required or contemplated by this Agreement shall
23 be delivered to the respective parties at the addresses set forth below, or at such other
24 address provided by a party in writing, and are deemed submitted one (1) day after their
25 deposit in the United States Mail, postage prepaid:

26 **AUTHORITY**
27 Housing Authority of the County of Riverside
28 5555 Arlington Avenue, Riverside, CA 92504
 Attention: Tanya Torno

1
2 **CONTRACTOR**
3 [FUNDED AGENCY]
4 [Address]
5 Attention: [Name]

6 **19. Force Majeure**

7 If either party is unable to comply with any provision of this Agreement due to
8 causes beyond its reasonable control, and which could not have been reasonably
9 anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such
10 party shall not be held liable for such failure to comply, provided the subject party
11 provides written notice to the other party no later than five (5) days after the
12 commencement of such force majeure event.

13 **20. EDD Reporting Requirements**

14 In order to comply with child support enforcement requirements of the State of
15 California, AUTHORITY may be required to submit a Report of Independent
16 Contractor(s) form **DE 542** to the Employment Development Department ("EDD").
17 CONTRACTOR agrees to furnish the required data and certifications to the AUTHORITY
18 within 10 days of notification of award of Agreement when required by the EDD. This
19 data will be transmitted to governmental agencies charged with the establishment and
20 enforcement of child support orders. Failure of CONTRACTOR to timely submit the data
21 and/or certificates required may result in the contract being award to another
22 CONTRACTOR. In the event a contract has been issued, failure of CONTRACTOR to
23 comply with all federal and state reporting requirements for child support enforcement or
24 to comply with all lawfully served Wage and Earnings Assignments Orders and Notice of
25 Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any
26 questions concerning this reporting requirement, please call (916) 657-0529.
27 CONTRACTOR should also contact its local Employment Tax Customer Service Office
28 listed in the telephone directory in the State Government section under "Employment

1 Development Department” or access their Internet site at www.edd.ca.gov.

2
3 **21. Hold Harmless/Indemnification**

4 **21.1** CONTRACTOR shall indemnify and hold harmless the Housing Authority
5 of the County of Riverside, the County of Riverside, its Agencies, Districts, Special
6 Districts and Departments, their respective directors, officers, Board of Supervisors,
7 elected and appointed officials, employees, agents and representatives (collectively,
8 “Indemnified Parties”) from any liability, claim, damage or action whatsoever, based or
9 asserted upon any act or omission of CONTRACTOR, its officers, employees,
10 subcontractors, agents or representatives arising out of or in any way relating to this
11 Agreement, including but not limited to property damage, bodily injury, or death.
12 CONTRACTOR shall defend, at its sole cost and expense, including but not limited to
13 attorney fees, cost of investigation, defense and settlements or awards, the Housing
14 Authority of the County of Riverside, the County of Riverside, its respective Agencies,
15 Districts, Special Districts and Departments, their respective directors, officers, Board of
16 Supervisors, Board of Commissioners, elected and appointed officials, employees,
17 agents and representatives in any such action or claim.

18 **21.2** With respect to any action or claim subject to indemnification herein by
19 CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of
20 its own choice and shall have the right to adjust, settle, or compromise any such action
21 or claim without the prior consent of AUTHORITY; provided, however, that any such
22 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
23 CONTRACTOR’S indemnification of AUTHORITY and the Indemnified Parties.

24 **21.3** CONTRACTOR’S obligations hereunder shall be satisfied when
25 CONTRACTOR has provided to AUTHORITY the appropriate form of dismissal (or
26 similar document) relieving the AUTHORITY from any liability for the action or claim
27 involved.

1 **21.4** The specified insurance limits required in this Agreement shall in no way
2 limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the
3 AUTHORITY and Indemnified Parties.

4 **21.5** In the event there is conflict between this clause and California Civil Code
5 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
6 interpretation shall not relieve CONTRACTOR from indemnifying AUTHORITY to the
7 fullest extent allowed by law. The indemnification and hold harmless obligations set forth
8 in this Paragraph 21 shall survive the termination and expiration of this Agreement.

9
10 **22. Insurance**

11 Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold
12 AUTHORITY harmless, CONTRACTOR shall procure and maintain or cause to be
13 maintained, at its sole cost and expense, the following insurance coverage during the
14 term of this Agreement. As respects to the insurance section only, AUTHORITY herein
15 refers to the Housing Authority of the County of Riverside, the County of Riverside, its
16 respective Agencies, Districts, Special Districts, and Departments, their respective
17 directors, officers, Board of Supervisors, Board of Commissioners, employees, elected
18 or appointed officials, agents or representatives and also to the Riverside Community
19 Housing Corp, its Board of Directors, employees, elected or appointed officials, agents
20 or representatives as Additional Insureds.

21 **A. Workers' Compensation:**

22 If the CONTRACTOR has employees as defined by the State of California, the
23 CONTRACTOR shall maintain statutory Workers' Compensation Insurance
24 (Coverage A) as prescribed by the laws of the State of California. Policy shall
25 include Employers' Liability (Coverage B) including Occupational Disease with
26 limits not less than \$1,000,000 per person per accident. The policy shall be
27 endorsed to waive subrogation in favor of the AUTHORITY.
28

1 **B. Commercial General Liability:**

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

11 **C. Vehicle Liability:**

12 If vehicles or mobile equipment are used in the performance of the obligations
13 under this Agreement, then CONTRACTOR shall maintain liability insurance for all
14 owned, non-owned or hired vehicles so used in an amount not less than
15 \$1,000,000 per occurrence combined single limit. If such insurance contains a
16 general aggregate limit, it shall apply separately to this agreement or be no less
17 than two (2) times the occurrence limit. Policy shall name the AUTHORITY as
18 Additional Insureds.

19 **D. Professional Liability:**

20 CONTRACTOR shall maintain Professional Liability Insurance providing coverage
21 for the CONTRACTOR'S performance of work included within this Agreement, with
22 a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual
23 aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a
24 claims made basis rather than an occurrence basis, such insurance shall continue
25 through the term of this Agreement and CONTRACTOR shall purchase at his sole
26 expense either:
27

- 28 1) An Extended Reporting Endorsement (also, known as Tail Coverage); or

1 2) Prior Dates Coverage from new insurer with a retroactive date back to
2 the date of, or prior to, the inception of this Agreement; or,
3 3) Demonstrate through Certificates of Insurance that CONTRACTOR has
4 maintained continuous coverage with the same or original
5 insurer. Coverage provided under items; 1), 2) or 3) will continue as long
6 as the law allows.

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

8 1) Any insurance carrier providing insurance coverage hereunder shall be
9 admitted to the State of California and have an A M BEST rating of not less
10 than A: VIII (A:8) unless such requirements are waived, in writing, by the
11 AUTHORITY'S Risk Manager. If the AUTHORITY'S Risk Manager waives
12 a requirement for a particular insurer such waiver is only valid for that
13 specific insurer and only for one policy term.

14 2) The CONTRACTOR shall declare its insurance self-insured retention for
15 each coverage required herein. If any such self-insured retention exceeds
16 \$500,000 per occurrence each such retention shall have the prior written
17 consent of the AUTHORITY'S Risk Manager before the commencement of
18 operations under this Agreement. Upon notification of self-insured retention
19 unacceptable to the AUTHORITY, and at the election of the AUTHORITY'S
20 Risk Manager, CONTRACTOR'S carriers shall either; 1) Reduce or
21 eliminate such self-insured retention as respects this Agreement with the
22 AUTHORITY, or 2) Procure a bond which guarantees payment of losses
23 and related investigations, claims administration, and defense costs and
24 expenses.

25 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to
26 furnish the AUTHORITY with either 1) a properly executed original
27 Certificate(s) of Insurance and certified original copies of Endorsements
28

1 effecting coverage as required herein, and 2) if requested to do so orally or
2 in writing by the AUTHORITY'S Risk Manager, provide original Certified
3 copies of policies including all Endorsements and all attachments thereto,
4 showing such insurance is in full force and effect. Further, said
5 Certificate(s), and policies of insurance shall contain the covenant of the
6 insurance carrier(s) that thirty (30) days written notice shall be given to the
7 AUTHORITY prior to any material modification, cancellation, expiration or
8 reduction in coverage of such insurance. In the event of a material
9 modification, cancellation, expiration, or reduction in coverage, this
10 Agreement shall terminate forthwith, unless the AUTHORITY receives, prior
11 to such effective date, another properly executed original Certificate of
12 Insurance and original copies of endorsements or certified original policies,
13 including all endorsements and attachments thereto evidencing coverage's
14 set forth herein and the insurance required herein is in full force and effect.
15 **CONTRACTOR shall not commence operations until the AUTHORITY**
16 **has been furnished original Certificate(s) of Insurance and certified**
17 **original copies of endorsements and if requested, review original of**
18 **the policies of insurance including all endorsements and any and all**
19 **other attachments as required in this Section. An individual authorized**
20 **by the insurance carrier to do so on its behalf shall sign the original**
21 **endorsements for each policy and the Certificate of Insurance. Upon**
22 **AUTHORITY'S request, CONTRACTOR shall make available for**
23 **inspection by AUTHORITY'S Risk Manager, at a mutually agreeable**
24 **location, copies of CONTRACTOR'S insurance policies.**

25 4) It is understood and agreed to by the parties hereto and the insurance
26 company(s) that the CONTRACTOR'S insurance shall be construed as
27 primary insurance, and the AUTHORITY'S insurance and/or deductible
28 and/or self-insured retentions' or self-insured programs shall not be

1 construed as contributory.

2 5) If, during the term of this Agreement or any extension thereof, there is a
3 material change in the Scope of Service or, there is a material change in
4 the equipment to be used in the performance of the Scope of Service or,
5 the term of this Agreement, including any extensions thereof, exceeds five
6 (5) years; the AUTHORITY reserves the right to adjust the types of
7 insurance and the monetary limits of liability required under this Agreement,
8 if in the AUTHORITY'S Risk Manager's reasonable judgment, the amount
9 or type of insurance carried by the CONTRACTOR has become inadequate.

10 6) CONTRACTOR shall pass down the insurance obligations contained
11 herein to all tiers of subcontractors working under this Agreement.

12 7) The insurance requirements contained in this Agreement may be met
13 with a program(s) of self-insurance acceptable to the AUTHORITY.

14 8) CONTRACTOR agrees to notify AUTHORITY of any claim by a third
15 party or any incident or event that may give rise to a claim arising from the
16 performance of this Agreement.

17
18 **23. General**

19 **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement,
20 whether by operation of law or otherwise, without the prior written consent of
21 AUTHORITY.

22 **23.2** Any waiver by AUTHORITY of any breach of any one or more of the terms
23 of this Agreement shall not be construed to be a waiver of any subsequent or other
24 breach of the same or of any other term of this Agreement. Failure on the part of
25 AUTHORITY to require exact, full and complete compliance with any terms of this
26 Agreement shall not be construed as in any manner changing the terms or estopping
27 AUTHORITY from enforcement of the terms of this Agreement.

1 **23.3** In the event CONTRACTOR receives payment under this Agreement
2 which is later disallowed by AUTHORITY for nonconformance with the terms of the
3 Agreement, CONTRACTOR shall promptly refund the disallowed amount to
4 AUTHORITY on request; or at its option AUTHORITY may offset the amount disallowed
5 from any payment due to CONTRACTOR.

6 **23.4** CONTRACTOR shall not provide partial delivery or shipment of services
7 or products unless specifically stated in the Agreement.

8 **23.5** CONTRACTOR shall not provide any services or products subject to any
9 chattel mortgage or under a conditional sales contract or other agreement by which an
10 interest is retained by a third party. The CONTRACTOR warrants that it has good title to
11 all materials or products used by CONTRACTOR or provided to AUTHORITY pursuant
12 to this Agreement, free from all liens, claims, or encumbrances.

13 **23.6** Nothing in this Agreement shall prohibit AUTHORITY from acquiring the
14 same type or equivalent equipment, products, materials or services from other sources,
15 when deemed by AUTHORITY to be in its best interest. AUTHORITY reserves the right
16 to purchase more or less than the quantities specified in this Agreement.

17 **23.7** AUTHORITY agrees to cooperate with CONTRACTOR in the
18 CONTRACTOR'S performance under this Agreement, including, if stated in the
19 Agreement, providing the CONTRACTOR with reasonable facilities and timely access to
20 AUTHORITY data, information and personnel.

21 **23.8** CONTRACTOR shall comply with all applicable Federal, State and local
22 laws and regulations. CONTRACTOR shall comply with all applicable AUTHORITY
23 policies and procedures. In the event that there is a conflict between the various laws or
24 regulations that may apply, CONTRACTOR shall comply with the more restrictive law or
25 regulation.

26 **23.9** CONTRACTOR shall comply with all air pollution control, water pollution,
27 safety and health ordinances, statutes, or regulations, which apply to performance under
28 this Agreement.

1 **23.10** CONTRACTOR shall comply with all requirements of the Occupational
2 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.
3 Department of Labor and the State of California (Cal/OSHA).

4 **23.11** This Agreement shall be governed by the laws of the State of California.
5 Any legal action related to the performance or interpretation of this Agreement shall be
6 filed only in the Superior Court of the State of California located in Riverside, California,
7 and the parties waive any provision of law providing for a change of venue to another
8 location. In the event any provision in this Agreement is held by a court of competent
9 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
10 nevertheless continue in full force without being impaired or invalidated in any way.

11
12 **24. HOPWA Services Requirements**

13 **24.1** Only eligible costs directly incurred during the provision of services listed
14 in Paragraph 3.2 above (see 24 CFR 574.300) will be eligible for reimbursement.

15 **24.2** As per the Guidelines for Eligibility (Exhibit "I") and in order to provide short-
16 term housing assistance, CONTRACTOR agrees to:

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

1 **24.3** The CONTRACTOR shall have and enforce a TB/HIV policy for their staff
2 and volunteers, as required by the State of California's Occupational Safety and Health
3 Administration (OSHA) guidelines.

4 **24.4** The CONTRACTOR must submit documentation of the services provided
5 utilizing the client's/participant's name as a condition of reimbursement. This will require
6 the CONTRACTOR to develop and implement a waiver for the client/participant to sign,
7 acknowledging that although their confidentiality is observed within each respective
8 agency per applicable law, they are consenting to their name being released to the
9 Project Administrator and Grantee, as a condition of receiving these HOPWA Services.

10 **24.5** CONTRACTOR shall comply with the following laws and agreements, as
11 they may be amended from time to time:

12 **A.** Chapter 24 of the Code of Federal Regulations (CFR) Part 574
13 ("Regulations").

14 **B.** The Housing Opportunities for Persons with AIDS (HOPWA) Grant
15 Agreement between HUD and the City of Riverside for fiscal year
16 2019/2020.

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

20
21 **25. Nonliability of Authority Officials and Authority Employees**

22 No member, official employee, consultant or volunteer of the AUTHORITY shall
23 be personally liable to the CONTRACTOR, or any successor in interest, in the event of
24 any default or breach by the AUTHORITY for any amount which may become due to the
25 CONTRACTOR or to its successor, or on any obligation under the terms of this
26 Agreement.

27
28 **26. No Third Party Beneficiaries**

1 The parties intend that no rights nor remedies be granted to any third party as a
2 beneficiary of this Agreement or of any covenant, duty, obligation or undertaking
3 established herein.

4
5 **27. Entire Agreement**

6 This Agreement, including any attachments or exhibits, constitutes the entire
7 Agreement of the parties with respect to its subject matter and supersedes all prior and
8 contemporaneous representations, proposals, discussions and communications,
9 whether oral or in writing. This Agreement may be changed or modified only by a written
10 amendment signed by authorized representatives of both parties.

11
12 [Remainder of Page Intentionally Blank]

13
14 [Signatures on Next Page]

1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized
2 representatives to execute this Agreement as of the dates set forth below:

3
4
5 **AUTHORITY:**

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

5 **CONTRACTOR:**

[Funded Agency], a [type of corporation
or non-profit]

9 By: _____
10 Carrie Harmon
11 Deputy Executive Director

By: _____
[Name],
[Title]

12 Dated: _____

Dated: _____

13
14
15 **APPROVED AS TO FORM:**

16 Gregory P. Priamos
17 County Counsel

18
19
20 By: _____
21 Marsha L. Victor,
22 Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE
(behind this page)

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EXHIBIT B

PARTICIPANT PROFILE

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EXHIBIT C
CERTIFICATE OF LIABILITY INSURANCE
(behind this page)

EXHIBIT D

SECTION 3 CERTIFICATION

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EXHIBIT E

EQUAL OPPORTUNITY CERTIFICATION

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EXHIBIT F

DRUG FREE WORKPLACE CERTIFICATION

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EXHIBIT G

**CONTRACTS, GRANTS LOANS AND COOPERATIVE AGREEMENTS
CERTIFICATION**

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EXHIBIT H
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EXHIBIT I

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