

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



**ITEM: 10.1**  
(ID # 23679)

**MEETING DATE:**  
Tuesday, March 12, 2024

**FROM :** HOUSING AUTHORITY:

**SUBJECT:** HOUSING AUTHORITY: Adopt Resolution No. 2024-002, Resolution of the Board of Commissioners of the County of Riverside Authorizing the Executive Director of the Housing Authority of the County of Riverside (HACR) to Apply for, Accept and Administer the Housing Opportunities for Persons With AIDS (HOPWA) Grant Received from the City of Riverside; Ratify and Approve the Fiscal Year 2023-2026 HOPWA Agreement between the HACR and the City of Riverside; Approve the Form of the Professional Services Agreement Template for HOPWA Service Providers by and between HACR and Approved HOPWA Service Providers; All Districts. [\$2,232,332 – 100% U.S. Department of Housing and Urban Development]

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

1. Adopt Resolution No. 2024-002, Resolution of the Board of Commissioners of the County of Riverside Authorizing the Executive Director of Housing Authority of the County of Riverside, to Apply for, Accept and Administer the Housing Opportunity for Persons with AIDS (HOPWA) Program Grant funds received from the City of Riverside as a subrecipient of the U.S. Department of Housing and Urban Development, for a period of ten years;

Continued on Page 2

**ACTION:A-30, Policy**

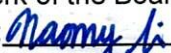
  
Heidi Marshall, Director of Housing, Homelessness Prevention 2/22/2024

---

**MINUTES OF THE BOARD OF COMMISSIONERS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: March 12, 2024  
xc: Housing Authority

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

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

2. Ratify and approve the attached form of the Fiscal Year 2023-2026 Housing Opportunity for Persons with AIDS (HOPWA) Agreement (Agreement) between the Housing Authority of the County of Riverside (HACR) and the City of Riverside (City) awarding the Authority \$2,232,332.69 in HOPWA funds to implement the HOPWA Program within the County of Riverside during the period July 1, 2023 through June 30, 2026, with an option to extend the term an additional 2 years;
3. Authorize the Authority Executive Director to execute an Agreement substantially conforming in form and substance to the attached Agreement on behalf of the Housing Authority of the County of Riverside, subject to approval as to form by County Counsel;
4. Approve the attached form of Professional Services Agreement for all future HOPWA Service Providers, (HOPWA Subcontract Agreement) which shall be used as the form to memorialize each subcontract between the Authority and any HOPWA Service Providers selected by Authority, final forms of which shall be subject to approval by County Counsel; and,
5. Authorize the Authority Executive Director to (a) execute the HOPWA Subcontract Agreements with each HOPWA Service Provider, substantially conforming in form and substance to the attached HOPWA Subcontract Agreement; (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 Subcontract Agreements, that include, but are not limited to, amendments that result in an increase in the award of HOPWA funds from the City of Riverside to the Authority, subject to approval as to form by County Counsel.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$2,232,332	\$0	\$2,232,332	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> U.S. Department of Housing and Urban Development 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2023/24 – 2025/26	

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

**BACKGROUND:**

**Summary**

Annual Award of HOPWA Funds

The U.S. Department of Housing and Urban Development (HUD) sponsors a program entitled Housing Opportunities for Persons with AIDS (HOPWA). This program provides

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

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 (HACR) \$2,232,332.69 to serve as the HOPWA Project Sponsor for Riverside County. The HACR has administered the HOPWA program for approximately 20 years. As Project Sponsor, HACR 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. All these services are procured through the use of subcontractors who were obtained through an annual Request for Proposals (RFP) for HOPWA service providers. The selected subcontractors are then awarded funding based on their capabilities to provide the needed services which is then memorialized in the attached Professional Services Agreement for HOPWA Service Providers (HOPWA Subcontract Agreement).

The agreement between the City and HACR is memorialized in the proposed Fiscal Year 2023-26 Housing Opportunity for Persons with AIDS (HOPWA) Agreement (Agreement), attached hereto, which sets forth the terms for administration of the HOPWA funds for fiscal year 2023-2026.

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 2023-2024 have already been incurred and covered by alternate funding sources including unspent HOPWA funds from prior fiscal years and HACR's unrestricted administrative funds. As such, ratification of the Agreement is requested. These HOPWA program costs were included in HACR's approved fiscal year 2023-24 budget. HACR will be reimbursed by the City for HOPWA program costs incurred by HACR upon execution of the attached proposed Agreement.

HACR is requesting approval of Resolution No. 2024-002, which is a delegation of authority from the Board of Supervisors to the Executive Director of the Housing Authority to apply for, accept and administer HOPWA Grant funding received from the City of Riverside to provide services to the low-income HIV positive individuals and families of the County. County Counsel has approved both the Resolution as to form.

Staff recommends that the Board of Supervisors approve the attached Resolution No. 2024-002.

HACR is also requesting approval of the form of the HOPWA Subcontractor Agreement for use with all selected subcontractors. County Counsel has approved both the HOPWA Agreement and HOPWA Subcontractor Agreement as to form. Staff recommends that the

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

Board of Supervisors approve the attached HOPWA Agreement and the attached HOPWA Subcontractors Agreement.

**Impact on Residents and Businesses**

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

**Additional Fiscal Information**

No budget adjustment is needed as this is 100% Federal funding.

**ATTACHMENTS:**

- Resolution No. 2024-002
- Form of Fiscal Year 2023-26 Housing Opportunity for Persons with AIDS (HOPWA) Agreement
- Form of HOPWA Subcontractor Agreement
- Letter from the City of Riverside

  
Brianna Lontajo, Principal Management Analyst 3/5/2024

  
Aaron Gettis, Chief Deputy County Counsel 2/28/2024

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**RESOLUTION NO. 2024-002**

**AUTHORIZING THE EXECUTIVE DIRECTOR OF THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, TO APPLY FOR, ACCEPT, AND ADMINISTER HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS (HOPWA) GRANTS RECEIVED FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND THE CITY OF RIVERSIDE**

**WHEREAS**, the Housing Authority of the County of Riverside (“HACR”) has responsibility for management and administration of funds and programs related to its Housing Opportunities for People with AIDS (“HOPWA”) Program received from the United States Department of Housing and Urban Development (“HUD”), as a subrecipient of the City of Riverside (“CITY”); and

**WHEREAS**, CITY and HACR have a long-standing relationship in which HACR is the CITY’s subrecipient of HOPWA funds; as such, CITY provides HACR with significant grant funds that must be spent promptly and strictly in accordance with HUD requirements; and

**WHEREAS**, the HOPWA 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; and

**WHEREAS**, in order to facilitate award and acceptance of this and all future HOPWA grants and assure that maximum funds are available for the benefit of vulnerable County residents.

**NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED** by the Board of Commissioners of the County of Riverside (“Board”), in regular session assembled on March 12, 2024, at 9:30 a.m. in the meeting room of the Board of Commissioners located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

- 1. The Executive Director of the Housing Authority of the County of Riverside is

FORM APPROVED COUNTY COUNSEL  
BY: AMR/TTC/HILLON  
DATE: 02/28/2024

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

authorized to apply for and accept HOPWA funds on behalf of the HACR. This authority shall include signature of necessary grant acceptance documents, agreements, amendments (that increase or otherwise modify the grant) and related documents required to secure and continue the grant for HACR. All agreements and amendments shall be approved as to form by General Counsel.

- 2. The Executive Director of HACR shall administer HOPWA funds and its related programs, including but not limited to, execution of Professional Services Agreements with qualified California nonprofit public benefit corporations, a form of which is attached hereto and incorporated herein as Exhibit A, and execution of all certifications, assurances, exhibits, reports, or similar documents made or required under the HOPWA grant, subject to approval as by General Counsel.
- 3. The Executive Director of HACR shall promptly report to the Board all grants received and grant funding changes for budget and Auditor-Controller purposes. The Executive Director of HACR shall also promptly report any material changes or significant new developments related to the HOPWA grant(s).
- 4. This Resolution shall take effect immediately upon its adoption and shall remain in effect until December 31, 2034.

/// ROLL CALL:

/// Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

/// Nays: None

/// Absent: None

/// The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

/// KIMBERLY A. RECTOR, Clerk of said Board

/// By: *Nancy Li*  
 Deputy

**EXHIBIT A**

**Form of Professional Services Agreement**  
**(Behind this Page)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2 **PROFESSIONAL SERVICES AGREEMENT**

3  
4 **For**

5 **Housing Opportunities for Persons with AIDS (HOPWA)**

6 **Services Provider**

7 **By and Between**

8 **The Housing Authority of the County of Riverside**

9  
10 **And**

11 **[NAME OF AGENCY]**





1 THIS PROFESSIONAL SERVICES AGREEMENT FOR HOPWA SERVICES  
2 PROVIDER ("Agreement"), is made and entered into this 1st day of July, [YEAR] by and  
3 between [NAME OF AGENCY] a California nonprofit public benefit corporation,  
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 (STRMU).
- 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 [NAME OF 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  
8           knowledge necessary to fully and adequately perform under this Agreement, and  
9           AUTHORITY relies upon this representation. CONTRACTOR shall perform to the  
10          satisfaction of AUTHORITY, and CONTRACTOR shall perform the services and duties  
11          in conformance to and consistent with the standards generally recognized as being  
12          employed by professionals in the same discipline in the State of California.  
13          CONTRACTOR further represents and warrants to AUTHORITY that it has all licenses,  
14          permits, qualifications and approvals of whatever nature are legally required to practice  
15          its profession. CONTRACTOR further represents that it shall keep all such licenses and  
16          approvals in 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 1<sup>st</sup>, [YEAR] and shall continue  
27          until the funds are expended or until June 30, [YEAR], whichever occurs first, unless  
28          earlier terminated pursuant to Paragraph 5 below. CONTRACTOR shall commence

1 performance upon July 1<sup>st</sup>, [YEAR] and shall diligently and continuously perform  
2 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 [AMOUNT] DOLLARS  
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 22/23	Supportive Services:	\$xx,xxx
22	FY 22/23	STRMU:	\$xx,xxx
23	FY 22/23	Permanent Housing Placement:	\$xx,xxx
24	FY 22/23	Permanent Supportive Housing:	\$xx,xxx
25	FY 22/23	TOTAL:	\$xxx,xxx

26 **3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted  
27 to AUTHORITY by CONTRACTOR. AUTHORITY shall pay the invoice within thirty (30)  
28 working days from the date of receipt of the invoice. Payment shall be made to

1 CONTRACTOR only after services have been rendered or delivery of materials or  
2 products, and acceptance has been made by AUTHORITY. Prepare invoices in  
3 duplicate. For this Agreement, send the original and duplicate copies of invoices to:

4 Housing Authority of the County of Riverside  
5 5555 Arlington Avenue, Riverside, CA 92504

6 ATTN: Elizabeth Gehrig  
7 (951) 343-5630

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

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

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

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

25 **e)** If CONTRACTOR has provided services to AUTHORITY clients  
26 prior to [TERM EXPIRATION DATE] and has all proper documentation of  
27 such services as detailed above, AUTHORITY will allow reimbursement in  
28 its sole discretion.

1           **3.4**    AUTHORITY’S obligation for payment of this Agreement beyond the  
2 current fiscal year end is contingent upon and limited by the availability of AUTHORITY’S  
3 funding from which payment can be made. No legal liability on the part of AUTHORITY  
4 shall arise for payment beyond June 30 of each calendar year unless funds are made  
5 available for such payment. In the event that such funds are not forthcoming for any  
6 reason, AUTHORITY shall immediately notify CONTRACTOR in writing, and this  
7 Agreement shall be deemed terminated and have no further force and effect.

8           **3.5**    CONTRACTOR acknowledges and agrees that this Agreement and the  
9 provision of services hereunder is nonexclusive and that the AUTHORITY may enter into  
10 similar agreements with other entities for the provision of similar services.

11           **3.6**    Reimbursement to the CONTRACTOR is contingent upon the Grantee  
12 receiving funding from HUD and AUTHORITY receiving funding from the Grantee.

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

19  
20 **4.    Alteration or Changes to the Agreement**

21           **4.1**    No alteration or variation of the terms of this Agreement shall be valid  
22 unless made in writing and signed by the parties hereto, and no oral understanding or  
23 agreement not incorporated herein shall be binding on any of the parties hereto. No  
24 additional services shall be performed by CONTRACTOR without a written amendment  
25 to this Agreement.

26           **4.2**    CONTRACTOR understands that the AUTHORITY Contracting Officer or  
27 the AUTHORITY Deputy Executive Director are the only authorized AUTHORITY  
28 representatives who may at any time, by written order, make any alterations within the

1 general scope of this Agreement.

2       **4.3** AUTHORITY, in its sole and absolute discretion, may choose to amend the  
3 Agreement to extend the term for a period of up to 12 months by delivering, in writing, to  
4 CONTRACTOR, a notice of amendment describing the terms of the extension.

5       **4.4** Any claim by the CONTRACTOR for additional payment related to this  
6 Agreement shall be made in writing by the CONTRACTOR within 30 days of when the  
7 CONTRACTOR has or should have notice of any actual or claimed change in the Scope  
8 of Service, which results in additional and unanticipated cost to the CONTRACTOR. If  
9 the AUTHORITY Contracting Officer decides that the facts provide sufficient justification,  
10 he may authorize additional payment to the CONTRACTOR pursuant to the claim.  
11 Nothing in this Paragraph 4 shall excuse the CONTRACTOR from proceeding with  
12 performance of the Agreement even if there has been a change in the Scope of Service.

## 13 14 **5. Termination**

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

21       **5.2** Discontinuance of Services. Upon Termination, CONTRACTOR shall,  
22 unless otherwise directed by the notice, discontinue all services and deliver to  
23 AUTHORITY all data, estimates, graphs, summaries, reports, and other related materials  
24 as may have been prepared or accumulated by CONTRACTOR in performance of  
25 services, whether completed or in progress.

26       **5.3** Effect of Termination for Convenience. If the termination is to be for the  
27 convenience of AUTHORITY, then AUTHORITY shall compensate CONTRACTOR for  
28 services satisfactorily provided through the date of termination. CONTRACTOR shall

1 provide documentation deemed adequate by AUTHORITY to show the services actually  
2 completed by CONTRACTOR prior to the date of termination. This Agreement shall  
3 terminate thirty (30) days following receipt by CONTRACTOR of the written notice of  
4 termination.

5 **5.4** Effect of Termination for Cause. If the termination is due to the failure of  
6 CONTRACTOR to fulfill its obligations under this Agreement, CONTRACTOR shall be  
7 compensated for those services which have been completed in accordance with this  
8 Agreement and accepted by AUTHORITY. In such case, AUTHORITY may take over  
9 the work and prosecute the same to completion by contract or otherwise. Further,  
10 CONTRACTOR shall be liable to AUTHORITY for any reasonable additional costs  
11 incurred by AUTHORITY to revise work for which AUTHORITY has compensated  
12 CONTRACTOR under this Agreement, but which the AUTHORITY has determined in its  
13 sole discretion needs to be revised in part or whole to complete the project. Prior to  
14 discontinuance of services, AUTHORITY may arrange for a meeting with  
15 CONTRACTOR to determine what steps, if any, CONTRACTOR can take to adequately  
16 fulfill its requirements under this Agreement. In its sole discretion, AUTHORITY may  
17 propose an adjustment to the terms and conditions of the Agreement, including the  
18 contract price. Such contract adjustments, if accepted in writing by the parties, shall  
19 become binding on CONTRACTOR and shall be performed as part of this Agreement.  
20 In the event of termination for cause, unless otherwise agreed to in writing by the parties,  
21 this Agreement shall terminate seven (7) days following the date the notice of termination  
22 was mailed to CONTRACTOR. Termination of this Agreement for cause may be  
23 considered by AUTHORITY in determining whether to enter into future agreements with  
24 CONTRACTOR.

25 **5.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S  
26 rights under this Agreement shall terminate (except for fees accrued prior to the date of  
27 termination) upon dishonesty, or a willful or material breach of this Agreement by  
28 CONTRACTOR, or in the event of CONTRACTOR'S unwillingness or inability for any

1 reason whatsoever to perform the duties hereunder, or if the Agreement is terminated  
2 pursuant to this Paragraph 5. In such event, CONTRACTOR shall not be entitled to any  
3 further compensation under this Agreement.

4 **5.6** If this Agreement is federally or State funded, CONTRACTOR cannot be  
5 debarred from the System for Award Management (SAM). CONTRACTOR must notify  
6 AUTHORITY immediately of a debarment. Reference: System for Award Management  
7 (SAM) at <https://www.sam.gov> for the Central Contractor Registry (CCR), Federal  
8 Agency Registration (FedReg), Online Representations and Certifications Application,  
9 (ORCA) and Excluded Parties List System (EPLS). (Executive Order 12549, 7 CFR Part  
10 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM)  
11 is the Official U.S. Government system that consolidated the capabilities of CCR,  
12 FedReg, ORCA, and EPLS.

13 **5.7** The rights and remedies of AUTHORITY provided in this Paragraph 5 shall  
14 not be exclusive and are in addition to any other rights and remedies provided by law or  
15 this Agreement.

16  
17 **6. Ownership/Use of Contract Materials and Products**

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

26  
27 **7. Conduct of Contractor**

28 **7.1** CONTRACTOR covenants that it presently has no interest, including but



1 not limited to, other projects or independent contracts, and shall not acquire any such  
2 interest, direct or indirect, which would conflict in any manner or degree with the  
3 performance of services required under this Agreement. CONTRACTOR further  
4 covenants that in the performance of this Agreement, no person having any such interest  
5 shall be employed or retained by it under this Agreement. CONTRACTOR agrees to  
6 inform AUTHORITY of all CONTRACTOR'S interests, if any, which are or may be  
7 perceived as incompatible with AUTHORITY'S interests.

8       **7.2** CONTRACTOR shall not, under circumstances which could be interpreted  
9 as an attempt to influence the recipient in the conduct of his/her duties, accept any  
10 gratuity or special favor from individuals or firms with whom CONTRACTOR is doing  
11 business or proposing to do business, in accomplishing the work under this Agreement.

12       **7.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and  
13 entertainment directly or indirectly to AUTHORITY employees.

14       **7.4** CONTRACTOR agrees to submit to AUTHORITY, prior to release, copies  
15 of any proposed publicity pertaining to this Agreement. AUTHORITY reserves the right  
16 to modify or withdraw said publicity, in its sole and absolute discretion.

17  
18 **8. Inspection of Service; Quality Control/Assurance**

19       **8.1** All performance (which includes services, workmanship, materials,  
20 supplies and equipment furnished or utilized in the performance of this Agreement) shall  
21 be subject to inspection and test by AUTHORITY or other regulatory agencies at all  
22 times. The CONTRACTOR shall provide adequate cooperation to AUTHORITY  
23 representative(s) to permit him/her to determine CONTRACTOR'S conformity with the  
24 terms of this Agreement. If any services performed or products provided by  
25 CONTRACTOR are not in conformance with the terms of this Agreement, AUTHORITY  
26 shall have the right to require CONTRACTOR to perform the services or provide the  
27 products in conformance with the terms of the Agreement at no additional cost to  
28 AUTHORITY. When the services to be performed or the products to be provided are of

1 such nature that the difference cannot be corrected, AUTHORITY shall have the right to:  
2 (1) require CONTRACTOR immediately to take all necessary steps to ensure future  
3 performance in conformity with the terms of the Agreement; and/or (2) reduce the  
4 Agreement price to reflect the reduced value of the services performed or products  
5 provided. AUTHORITY may also terminate this Agreement for default and charge to  
6 CONTRACTOR any costs incurred by AUTHORITY because of CONTRACTOR'S failure  
7 to perform.

8 **8.2** CONTRACTOR shall establish adequate procedures for self-monitoring to  
9 ensure proper performance under this Agreement; and shall permit an AUTHORITY  
10 representative(s) to monitor, assess or evaluate CONTRACTOR'S performance under  
11 this Agreement at any time upon reasonable notice to CONTRACTOR.

12  
13 **9. Independent Contractor/Employment Eligibility**

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

27 **9.2** CONTRACTOR warrants that it shall make its best effort to fully comply  
28 with all federal and state statutes and regulations regarding the employment of aliens

1 and others and to ensure that employees performing work under this Agreement meet  
2 the citizenship or alien status requirement set forth in federal statutes and regulations.  
3 CONTRACTOR shall obtain from all employees performing work hereunder, all  
4 verification and other documentation of employment eligibility status required by federal  
5 or state statutes and regulations including, but not limited to, the Immigration Reform and  
6 Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be  
7 hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
8 employees, for the period prescribed by the law.

9  
10 **10. Subcontract for Work or Services**

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

16  
17 **11. Disputes**

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

27 **11.2** Prior to the filing of any legal action related to this Agreement, the parties  
28 shall be obligated to attend a mediation session in Riverside County before a neutral

1 third-party mediator. A second mediation session shall be required if the first session is  
2 not successful. The parties shall share the cost of the mediations. Each party shall be  
3 responsible for its own legal fees and other expenses incident to the preparation for  
4 mediation.

5  
6 **12. Licensing and Permits**

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

15  
16 **13. Data Security**

17 **13.1 Definitions:** Capitalized terms used herein shall have the meanings set  
18 forth in this Paragraph 13.

19 “Authorized Employees” means CONTRACTOR’S employees who have a need  
20 to know or otherwise access Personal Information to enable CONTRACTOR to perform  
21 its obligations under this Agreement.

22 “Authorized Persons” means (i) Authorized Employees; and (ii) CONTRACTOR’S  
23 subcontractors, agents, and auditors who have a need to know or otherwise access  
24 Personal Information to enable CONTRACTOR to perform its obligations under this  
25 Agreement, and who are bound in writing by confidentiality obligations sufficient to  
26 protect Personal Information in accordance with the terms and conditions of this  
27 Agreement.

1           “Highly-Sensitive Personal Information” means an (i) individual’s government-  
2 issued identification number (including social security number, driver’s license number  
3 or state-issued identified number); (ii) financial account number, credit card number,  
4 debit card number, credit report information, with or without any required security code,  
5 access code, personal identification number or password, that would permit access to  
6 an individual’s financial account; or (iii) biometric or health data.

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

19           **13.2 Standard of Care:**

20           **A.** CONTRACTOR acknowledges and agrees that, in the course of its  
21 engagement by AUTHORITY, CONTRACTOR may receive or have access to Personal  
22 Information. CONTRACTOR shall comply with the terms and conditions set forth in this  
23 Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure  
24 of such Personal Information and be responsible for the unauthorized collection, receipt,  
25 transmission, access, storage, disposal, use and disclosure of Personal Information  
26 under its control or in its possession by all Authorized Employees/Authorized Persons.  
27 CONTRACTOR shall be responsible for, and remain liable to, AUTHORITY for the  
28 actions and omissions of all Authorized Persons that are not Authorized Employees

1 concerning the treatment of Personal Information as if they were CONTRACTOR's own  
2 actions and omissions.

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

7 **C.** In recognition of the foregoing, CONTRACTOR agrees and covenants that it  
8 shall:

9 (i) keep and maintain all Personal Information in strict confidence, using such  
10 degree of care as is appropriate to avoid unauthorized access, use or disclosure;

11 (ii) use and disclose Personal Information solely and exclusively for the purposes  
12 for which the Personal Information, or access to it, is provided pursuant to the  
13 terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute,  
14 or otherwise disclose or make available Personal Information for  
15 CONTRACTOR'S own purposes or for the benefit of anyone other than  
16 AUTHORITY, in each case, without AUTHORITY'S prior written consent; and

17 (iii) not, directly or indirectly, disclose Personal Information to any person other  
18 than its Authorized Employees/Authorized Persons, (an "Unauthorized Third  
19 Party"), without express written consent from AUTHORITY, unless and to the  
20 extent required by government authorities or as otherwise to the extent expressly  
21 required by applicable law, in which case, CONTRACTOR shall (i) use best efforts  
22 to notify AUTHORITY before such disclosure or as soon thereafter as reasonably  
23 possible; and (ii) require the Unauthorized Third Party that has access to Personal  
24 Information to execute a written agreement agreeing to comply with the terms and  
25 conditions of this Agreement relating to the treatment of Personal Information.

26 **13.3** Information Security:

27 **A.** CONTRACTOR represents and warrants that its collection, access, use,  
28 storage, disposal and disclosure of Personal Information does and will comply with all

1 applicable federal, state, privacy and data protection laws, as well as all other applicable  
2 regulations and directives.

3 **B.** At a minimum, CONTRACTOR'S safeguards for the protection of Personal  
4 Information shall include: (i) limiting access of Personal Information to Authorized  
5 Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files,  
6 servers, back-up systems and computing equipment, including, but not limited to, all  
7 mobile devices and other equipment with information storage capability; (iii)  
8 implementing network, device application, database and platform security; (iv) securing  
9 information transmission, storage and disposal; (v) implementing authentication and  
10 access controls within media, applications, operating systems and equipment; (vi)  
11 encrypting Highly-Sensitive Personal Information stored on any mobile media; (vii)  
12 encrypting Highly-Sensitive Personal Information transmitted over public or wireless  
13 networks; (viii) strictly segregating Personal Information from information of  
14 CONTRACTOR or its other customers so that Personal Information is not commingled  
15 with any other types of information; (ix) implementing appropriate personnel security and  
16 integrity procedures and practices, including, but not limited to, conducting background  
17 checks consistent with applicable law; and (x) providing appropriate privacy and  
18 information security training to CONTRACTOR'S employees.

19  
20 **14. Non-Discrimination**

21 CONTRACTOR shall not be discriminate in the provision of services, allocation of  
22 benefits, accommodation in facilities, or employment of personnel on the basis of ethnic  
23 group identification, race, religious creed, color, national origin, ancestry, physical  
24 handicap, medical condition, marital status or sex in the performance of this Agreement;  
25 and, to the extent they shall be found to be applicable hereto, shall comply with the  
26 provisions of the California Fair Employment Practices Act (commencing with Section  
27 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the  
28

1 Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other  
2 applicable laws or regulations.

3  
4 **15. Records and Documents**

5 CONTRACTOR shall make available, upon written request by any duly authorized  
6 Federal, State or County agency, a copy of this Agreement and such books, documents  
7 and records as are necessary to certify the nature and extent of the CONTRACTOR'S  
8 costs related to this Agreement. All such books, documents and records shall be  
9 maintained by CONTRACTOR for at least five (5) years following termination of this  
10 Agreement and be available for audit by the AUTHORITY. CONTRACTOR shall provide  
11 to AUTHORITY reports and information related to this Agreement as requested by  
12 AUTHORITY.

13  
14 **16. Confidentiality**

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

23 **16.2** CONTRACTOR shall protect from unauthorized disclosure, names and  
24 other identifying information concerning persons receiving services pursuant to this  
25 Agreement, except for general statistical information not identifying any person.  
26 CONTRACTOR shall not use such information for any purpose other than carrying out  
27 CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall promptly  
28 transmit to AUTHORITY all third-party requests for disclosure of such information.



1 CONTRACTOR shall not disclose, except as otherwise specifically permitted by this  
2 Agreement or authorized in advance in writing by AUTHORITY, any such information to  
3 anyone other than AUTHORITY. For purposes of this Paragraph 16, identity shall include,  
4 but not be limited to, name, date of birth, social security number, symbol, identifying  
5 number, or other identifying particulars assigned to the individual, such as finger or voice  
6 print or a photograph.

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

17  
18 **17. Administration/Contract Liaison**

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

26  
27 **18. Notices**

28 All correspondence and notices required or contemplated by this Agreement shall

1 be delivered to the respective parties at the addresses set forth below, or at such other  
2 address provided by a party in writing, and are deemed submitted one (1) day after their  
3 deposit in the United States Mail, postage prepaid:

4 **AUTHORITY**

5 Housing Authority of the County of Riverside  
6 5555 Arlington Avenue, Riverside, CA 92504  
7 Attention: Gina Marasco

8 **CONTRACTOR**

9 [NAME]

10 [ADDRESS]

11 Attention: Executive Director

12 **19. Force Majeure**

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

19 **20. EDD Reporting Requirements**

20 In order to comply with child support enforcement requirements of the State of  
21 California, AUTHORITY may be required to submit a Report of Independent  
22 Contractor(s) form **DE 542** to the Employment Development Department (“EDD”).  
23 CONTRACTOR agrees to furnish the required data and certifications to the AUTHORITY  
24 within 10 days of notification of award of Agreement when required by the EDD. This  
25 data will be transmitted to governmental agencies charged with the establishment and  
26 enforcement of child support orders. Failure of CONTRACTOR to timely submit the data  
27 and/or certificates required may result in the contract being award to another  
28 CONTRACTOR. In the event a contract has been issued, failure of CONTRACTOR to

1 comply with all federal and state reporting requirements for child support enforcement or  
2 to comply with all lawfully served Wage and Earnings Assignments Orders and Notice of  
3 Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any  
4 questions concerning this reporting requirement, please call (916) 657-0529.  
5 CONTRACTOR should also contact its local Employment Tax Customer Service Office  
6 listed in the telephone directory in the State Government section under "Employment  
7 Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

8  
9 **21. Hold Harmless/Indemnification**

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

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

27 **21.3** CONTRACTOR'S obligations hereunder shall be satisfied when  
28 CONTRACTOR has provided to AUTHORITY the appropriate form of dismissal (or

1 similar document) relieving the AUTHORITY from any liability for the action or claim  
2 involved.

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

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

11  
12 **22. Insurance**

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

23 **A. Workers' Compensation:**

24 If the CONTRACTOR has employees as defined by the State of California, the  
25 CONTRACTOR shall maintain statutory Workers' Compensation Insurance  
26 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
27 include Employers' Liability (Coverage B) including Occupational Disease with  
28

1 limits not less than \$1,000,000 per person per accident. The policy shall be  
2 endorsed to waive subrogation in favor of the AUTHORITY.

3 **B. Commercial General Liability:**

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

13 **C. Vehicle Liability:**

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

21 **D. Professional Liability:**

22 CONTRACTOR shall maintain Professional Liability Insurance providing coverage  
23 for the CONTRACTOR'S performance of work included within this Agreement, with  
24 a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual  
25 aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a  
26 claims made basis rather than an occurrence basis, such insurance shall continue  
27  
28

1 through the term of this Agreement and CONTRACTOR shall purchase at his sole  
2 expense either:

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

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

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

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

1 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to  
2 furnish the AUTHORITY with either 1) a properly executed original  
3 Certificate(s) of Insurance and certified original copies of Endorsements  
4 effecting coverage as required herein, and 2) if requested to do so orally or  
5 in writing by the AUTHORITY'S Risk Manager, provide original Certified  
6 copies of policies including all Endorsements and all attachments thereto,  
7 showing such insurance is in full force and effect. Further, said  
8 Certificate(s), and policies of insurance shall contain the covenant of the  
9 insurance carrier(s) that thirty (30) days written notice shall be given to the  
10 AUTHORITY prior to any material modification, cancellation, expiration or  
11 reduction in coverage of such insurance. In the event of a material  
12 modification, cancellation, expiration, or reduction in coverage, this  
13 Agreement shall terminate forthwith, unless the AUTHORITY receives, prior  
14 to such effective date, another properly executed original Certificate of  
15 Insurance and original copies of endorsements or certified original policies,  
16 including all endorsements and attachments thereto evidencing coverage's  
17 set forth herein and the insurance required herein is in full force and effect.

18 **CONTRACTOR shall not commence operations until the AUTHORITY**  
19 **has been furnished original Certificate(s) of Insurance and certified**  
20 **original copies of endorsements and if requested, review original of**  
21 **the policies of insurance including all endorsements and any and all**  
22 **other attachments as required in this Section. An individual authorized**  
23 **by the insurance carrier to do so on its behalf shall sign the original**  
24 **endorsements for each policy and the Certificate of Insurance. Upon**  
25 **AUTHORITY'S request, CONTRACTOR shall make available for**  
26 **inspection by AUTHORITY'S Risk Manager, at a mutually agreeable**  
27 **location, copies of CONTRACTOR'S insurance policies.**

28 4) It is understood and agreed to by the parties hereto and the insurance

1 company(s) that the CONTRACTOR'S insurance shall be construed as  
2 primary insurance, and the AUTHORITY'S insurance and/or deductible  
3 and/or self-insured retentions' or self-insured programs shall not be  
4 construed as contributory.

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

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

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

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

20  
21 **23. General**

22 **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement,  
23 whether by operation of law or otherwise, without the prior written consent of  
24 AUTHORITY.

25 **23.2** Any waiver by AUTHORITY of any breach of any one or more of the terms  
26 of this Agreement shall not be construed to be a waiver of any subsequent or other  
27 breach of the same or of any other term of this Agreement. Failure on the part of  
28 AUTHORITY to require exact, full, and complete compliance with any terms of this



1 Agreement shall not be construed as in any manner changing the terms or estopping  
2 AUTHORITY from enforcement of the terms of this Agreement.

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

8 **23.4** CONTRACTOR shall not provide partial delivery or shipment of services  
9 or products unless specifically stated in the Agreement.

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

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

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

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

28

1           **23.9** CONTRACTOR shall comply with all air pollution control, water pollution,  
2 safety and health ordinances, statutes, or regulations, which apply to performance under  
3 this Agreement.

4           **23.10** CONTRACTOR shall comply with all requirements of the Occupational  
5 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.  
6 Department of Labor and the State of California (Cal/OSHA).

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

14  
15 **24.    HOPWA Services Requirements**

16           **24.1** Only eligible costs directly incurred during the provision of services listed  
17 in Paragraph 3.2 above (see 24 CFR 574.300) will be eligible for reimbursement.

18           **24.2** As per the Guidelines for Eligibility (Exhibit "I") and in order to provide short-  
19 term housing assistance, CONTRACTOR agrees to:

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



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**26. No Third Party Beneficiaries**

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

**27. Entire Agreement**

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

[Remainder of Page Intentionally Blank]

[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:**

6 **[NAME]**, a California nonprofit public  
7 benefit corporation

9 By: \_\_\_\_\_  
10 Heidi Marshall  
11 Executive Director

9 By: \_\_\_\_\_  
10 **[Name]**  
11 **[Title]**

12 Dated: \_\_\_\_\_

12 Dated: \_\_\_\_\_

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

16 Minh C. Tran  
17 General Counsel

18  
19  
20 By: \_\_\_\_\_  
21 Amrit P. Dhillon,  
22 Deputy General Counsel

**EXHIBIT A**  
**SCOPE OF SERVICE**  
**(behind this page)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT B**

**PARTICIPANT PROFILE**

**(behind this page)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT C**  
**CERTIFICATE OF INSURANCE**  
**(behind this page)**



**EXHIBIT D**

**SECTION 3 CERTIFICATION (IF APPLICABLE)**

**(behind this page)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT E**

**EQUAL OPPORTUNITY CERTIFICATION**

**(behind this page)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT F**

**DRUG FREE WORKPLACE CERTIFICATION**

**(behind this page)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT G**

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

**(behind this page)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT H**  
**REGULATIONS**  
**(behind this page)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT I**

**GUIDELINES FOR ELIGIBILITY**

**(behind this page)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FY 2023-2026 HOUSING OPPORTUNITIES FOR  
PERSONS WITH AIDS (HOPWA) AGREEMENT**

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of February, 2024, 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 whose UEI Number is 040502114, 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 2023-2026 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 Two Million Two Hundred Thirty-Two Thousand Three Hundred Thirty-Two Dollars and Sixty-Nine Cents (\$2,232,332.69) 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 HOIWA program (CDFR Number 14.241) consistent with the City's Grant Application (CAH22-FHW007) 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 2023-2026 HOPWA funds during the period of July 1, 2023, through June 30, 2026.

NOW, THEREFORE, the parties hereto agree as follows:

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

2. The Authority and its Key Personnel identified in Exhibit "D," attached hereto and incorporated herein, agree to contract with appropriate agencies as contractors (the "Contractors") to fulfill the obligations of the HOPWA program and to coordinate and sponsor

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

3. By executing this Agreement, 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 or 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 or 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 2023-2026 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 (1st Quarter), January 15 (2nd Quarter), April 15 (3rd Quarter), and July 15 (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, 2023, and shall terminate when all program funds have been expended, or no later than June 30, 2026. 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 or take other actions as set forth in and in accord with Section 2 CFR 200.339 Remedies for Noncompliance and Section 2 CFR 200.342 Opportunities to object, hearings, and appeals, attached hereto as Exhibit "G" and incorporated herein by this reference.

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 Two Million Two Hundred Thirty-Two Thousand Three Hundred Thirty-Two Dollars and Sixty-Nine Cents (\$2,232,332.69). As authorized by HUD, the Authority may bill

the City an amount not to exceed One Hundred Fifty-Six Thousand Two Hundred Sixty-Three Dollars and Twenty-Nine Cents (\$156,263.29) fH administrative costs associated with sponsorship or the HOPWA program within Riverside County. The maximum amount payable under this Agreement shall be Two Million Seventy-Six Thousand Sixty-Nine Dollars and forty Cents (\$2,076,069.40). 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 or 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 Signahires Certification, attached hereto and incorporated herein, executing this Agreement and the instrmnts 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 2023-2026 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)
- Exhibit "G" - Sections 2 CFR 200.339 and 2 CFR 200.342

(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: form - do not sign  
City Manager

By: form-do not sign

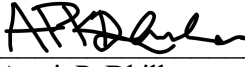
Heidi Marshall,  
Executive Director

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

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

Attest: form - do not sign  
City Clerk

APPROVED AS TO FORM  
MinhC. Tran  
General Counsel

By:   
Amrit P. Dhillon  
Deputy General Counsel

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

Certified as to Availability of Funds:

By: form - do not sign

Chief Financial Officer

APPROVED AS TO FORM:

By: form - do not sign

Susan Wilson  
Assistant City Attorney

EXHIBIT "A"

Scope of Services

---

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

**Housing Opportunities for Persons with AIDS (HOPWA) Funding FY 2023-2026**

**Services Provided**

The Housing Authority of the County of Riverside (HACR) was awarded \$2,232,332.69 by the City of Riverside and will utilize these HOPWA funds to provide services to low-income individuals/families with HIV/AIDS residing in Riverside County. The services include the following: tenant based rental assistance, project based rental assistance, short term rent, mortgage and utility assistance (STRMU), short term emergency housing (hotel/motel vouchers), housing information services, supportive services, and permanent housing placement assistance (PHP). HACR will directly provide tenant based rental assistance, 11 units of project-based housing assistance, and housing information services to eligible households. STRMU assistance, supportive services, 16 units of project based rental assistance, short-term emergency housing, and permanent housing placement will be provided by local HIV/AIDS service providers through subcontracts.

**Households Served**

The following projects the number of clients per service category:

	Continuing Clients	New Clients	Total
<b>Tenant Based Rental Assistance (TBRA)</b>			
<i>Riverside County HA</i>	<i>64</i>	<i>31</i>	<i>95</i>
<b>Project Based Rental Assistance</b>			
<i>Riverside County HA</i>	<i>10</i>	<i>1</i>	<i>11</i>
<i>Desert AIDS Project</i>	<i>14</i>	<i>2</i>	<i>16</i>
<b>Total Project Based Rental Assistance</b>	<b>24</b>	<b>3</b>	<b>27</b>
<b>Project Based HOPWA Acquisition</b>			
<b>Emergency Housing (Hotel/Motel)</b>			
<i>TruEvolution</i>	<i>0</i>	<i>27</i>	<i>27</i>
<i>Foothill AIDS Project</i>	<i>0</i>	<i>23</i>	<i>23</i>
<b>Total Emergency Housing (Hotel/Motel)</b>	<b>0</b>	<b>50</b>	<b>50</b>
<b>Short Term Rental/Mortgage/Utility Assistance</b>			
<i>Desert AIDS Project</i>	<i>15</i>	<i>16</i>	<i>31</i>
<i>TruEvolution</i>	<i>0</i>	<i>30</i>	<i>30</i>
<i>Foothill AIDS Project</i>	<i>0</i>	<i>13</i>	<i>13</i>
<b>Total STRMU</b>	<b>15</b>	<b>59</b>	<b>74</b>
<b>Supportive Services</b>			
<i>Desert AIDS Project</i>	<i>29</i>	<i>51</i>	<i>80</i>
<i>Foothill AIDS Project</i>	<i>58</i>	<i>27</i>	<i>85</i>
<i>TruEvolution</i>	<i>0</i>	<i>57</i>	<i>57</i>
<b>Total Supportive Services</b>	<b>87</b>	<b>135</b>	<b>222</b>
<b>Permanent Housing Placement</b>			
<i>Desert AIDS Project</i>	<i>0</i>	<i>33</i>	<i>33</i>
<i>Foothill AIDS Project</i>	<i>0</i>	<i>10</i>	<i>10</i>
<b>Total Permanent Housing Placement</b>	<b>0</b>	<b>43</b>	<b>43</b>
<b>Housing Information Services</b>	<b>0</b>	<b>200</b>	<b>200</b>

## EXHIBIT "A" SCOPE OF SERVICES

### How Funds Will be Expended

- o Tenant Based Rental Assistance, known locally as the Housing Options Program (HOP), will be provided by the Housing Authority. These funds will be used to provide a rental subsidy to low-income individuals living with HIV and their respective households. The Housing Authority will also maintain a waiting list for the HOP program. HACR anticipates serving 95 households with the HOP program during the next 12 month contract period. A total of \$1,061,950.00 is budgeted to cover TBRA costs including an average Housing Authority payment of \$931.00 per month for the 12 year period as well as the salary for an Housing Specialist to assist with the management of the caseload.
- Project Based Rental assistance will be provided by the Housing Authority to assist 11 households in Housing Authority owned units designated for HOPWA Eligible Households. A total of \$83,338.00 has been designated to these units.
- Project Based Rental Assistance will also be provided by Desert AIDS Project in the City of Palm Springs at the Vista Sunrise Apartments. This funding will support 16 subsidized rental units at an apartment complex that is within walking distance to Desert AIDS Project's service site. A total of \$89,000.00 has been designated to these units.
- STRMU, Supportive Services, Short-Term Emergency Housing, and Permanent Housing Placement (PHP) 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 \$681,590.00 has been allocated to these services which will to serve approximately 287 new clients.
- Housing Information Services (HIS) will be provided by HACR. An estimated 200 persons will receive Housing Information Services. A total of \$83,250.00 is budgeted for the HIS activity.
- An additional \$69,735.22 has been allocated towards the cost of a needs assessment for the County of Riverside that will inform service providers of the needs of the population and better equip service providers to reallocate funds and resources to best meet those needs.
- Finally, \$156,263.29 has been allocated for administrative costs specific to the HOPWA program.

### Office Locations

#### Housing Authority of the County of Riverside

5555 Arlington Ave.  
Riverside, CA 92504

#### Indio office:

44-199 Monroe, Ste. B  
Indio, CA 92201

#### Desert AIDS Project:

1695 N. Sunrise Way  
Palm Springs, CA 92262

#### Vista Sunrise Apartments

1313 E. Vista Chino  
Palm Springs, CA 92262

#### Foothill AIDS Project

5750 Division St. Suite 114  
Riverside, CA 92506

#### TruEvolution

4164 Brockton Ave. Ste. A  
Riverside, CA 92501

**EXHIBIT "B"**

**Fiscal Year 2023-2026 Project Budget**





RIVERSIDE COUNTY FIOPWA PROGRAM  
Proposed Budget FY 2023/2026

Expense Category  
Housing Assistance

Tenant Based Rent Assistance		
Housing Assistance Payment		974,004.50
Housing Specialist I		87,916.00
	<b>Total T/RA</b>	<b>1,061,950.60</b>
Permanent Supportive Housing (Project Based)		
OACR		83,338.00
OAP		89,000.00
	<b>Total Project Based</b>	<b>172,338.00</b>
STRMU		
OAP		129,800.00
TruEv		35,740.00
FAP		51,000.00
	<b>Total STRMU</b>	<b>216,540.00</b>
Short-Term Emergency		
TruEv		69,000.00
FAP		94,800.00
	<b>Total Short-Term Emergency</b>	<b>163,800.00</b>

**Needs Assessment**

Needs Assessment		
Harder+ Co		69,735.22
	<b>Total Needs Assessment</b>	<b>69,735.22</b>

**Supportive Services**

OAP		105,000.00
FAP		81,000.00
TruEv		32,000.00
		<b>218,000.00</b>

**Permanent Housing Placement**

Move-In/Security		
FAP		25,000.00
OAP		58,250.00

**Total Permanent Housing** 3,125,000.00

**Housing Information**

Housing Coordinator, Housing Specialist II @ 100%		90,455.58
---	--	-----------

**Administration**

Marcus Dillard @ 50% (Management)		63,160.07
Fiscal Analyst @ 20% (Billings)		7,500.00
Fiscal Supervisor @ 10% (Billings)		15,600.00
Payroll Fees (Worker's Comp, HR Fees, etc.)		7,684.22

-----0#kl Rent-----111;00S;00-----

Legal		2,327.00
Vehicle Lease		21,508.00
Audit		1,768.00
Miscellaneous (Supplies, Postage, etc.)		1,358.00
Meetings/Fairs		1,850.00

Limited to 7% of Budget Total 156,263.29

<b>Total Projected Budget/Expenses</b>		<b>2,232,332.69</b>
	Budget:	\$2,232,332.69
	7% of budget:	\$156,263.29

**EXHIBIT "C"**

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

§573.10

(b) 21 CFR, part 81. The provisions of 21 CFR part 81 apply to guaranteed loans under this part.

(c) *Lead-based paint.* Housing assisted under this part is subject to the lead-based paint requirements described in part 35, subparts A, B, E, G, and R of this title.

(d) *Labor standards-(1) Davis-Bacon.* All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with Guaranteed Loan Funds under this part shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5). This paragraph shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(2) *Volunteers.* The provisions of paragraph (d)(1) of this section shall not apply to volunteers under the conditions set forth in 21 CFR part 70. In applying part 70, loan guarantees under this part shall be treated as a program for which there is a statutory exemption for volunteers.

(3) *Labor standards.* Any contract, subcontract, or building loan agreement executed for a project subject to Davis-Bacon wage rates under paragraph (d)(1) of this section shall comply with all labor standards and provisions of 29 CFR parts 1, 3 and 5 that would be applicable to a loan guarantee program to which Davis-Bacon wage rates are made applicable by statute.

[61 FR 47405, Sept. 6, 1996, as amended at 61 FR 50226, Sept. 15, 1999]

§573.10 Fees for guaranteed loans.

(a) No fees will be assessed by HUD for its guaranty of a loan under this part.

(b) The lender may assess the Borrower loan origination fees or other charges provided that such fees and charges are those charged by the lender to its other customers for similar transactions, and are no higher than those charged by the lender for similar transactions.

24 CFR Ch. V (4-1-13 Edition)

§571.111 Record access and recording.

Records pertaining to the loans made by the Financial Institution shall be held for the life of the loan. A lender with a Section 4 Guaranteed Loan shall allow HUD, the Comptroller General of the United States, and their authorized representatives access from time to time to any documents, papers or files which are pertinent to the guaranteed loan, and to inspect and make copies of such records which relate to any Section 4 Loan. Any inspection will be made during the lender's regular business hours or any other mutually convenient time.

PART 574-HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

Subpart A-General

Sec. 574.3 Definitions.

Subpart B-Formula Entitlements

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

Subpart C-Competitive Grants

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

Subpart D-Uses of Grant Funds

574.300 Eligible activities.
574.310 General standards for eligible housing activities.
574.320 Additional standards for rental assistance.

574.330 Additional standards for short-term supported housing.
574.340 Additional standards for community residences.

Subpart E-Special Responsibilities of Grantees and Project Sponsors

574.400 Prohibition of substitution of funds.
574.410 Capacity.
574.420 Cooperation.
574.430 Fee prohibitions.
574.440 Confidentiality.
574.450 Financial records.

## Subpart F-Grant Administration

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

## Subpart G-Other Federal Requirements

- 574.600 Cross-reference.
- 574.603 Nondiscrimination and equal opportunity.
- 574.605 Applicability of OMB circulars.
- 574.625 Conflict of interest.
- 574.630 Displacement, relocation and real property acquisition.
- 574.635 Lead-based paint.
- 574.640 Flood insurance protection.
- 574.645 Coastal barriers.
- 574.650 Audit.
- 574.655 Wage rates.

AUTHORITY: 42 U.S.C. 3535(d) and 12901-12912.

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

## Subpart A-General

## §574.3 Definitions.

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

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

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

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

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

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

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

*Eligible State* means a State that has:

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

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

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

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

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

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

(1) Is organized under State or local laws;

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

(3) Has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has designated an entity that will maintain such an accounting system; and

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

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

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

*Project sponsor* means any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to carry out eligible activities under this part. Selection of project sponsors is not subject to the procurement requirements of 24 CFR 85.36.

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

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

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

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

*Unit of general local government* means any city, town, township, parish, county, village, or other general purpose political subdivision of a State; Guam, the Northern Mariana Islands, the Virgin Islands, American Samoa, the Fed-

erated States or Micronesia and Palau, the Marshall Islands, or a general purpose political subdivision thereof; and any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive to act on behalf of the jurisdiction with regard to provisions of the National Affordable Housing Act.

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

### Subpart B-Formula Entitlements

#### §574.100 Eligible applicants.

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

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

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

#### §574.110 Overview of formula allocations.

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

[61 FR 7963, Feb. 29, 1996]

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

The EMSA's applicant shall serve eligible persons who live anywhere within the EMSA, except that housing assistance shall be provided only in localities within the EMSA that have a consolidated plan prepared, submitted, and

approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part. In allocating grant amounts among eligible activities, the EMSA's applicant shall address needs of eligible persons who reside within the metropolitan statistical area, including those not within the jurisdiction of the applicant.

(60 FR 1917, Jan. 5, 1995]

#### § 574.130 Formula allocations.

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

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

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

the high incidence factors for all EMSA's with higher than average per capita incidence of AIDS.

(c) *Minimum grant.* No grant awarded under paragraph (b) of this section shall be less than \$200,000. Therefore, if the calculations under paragraph (b) of this section would result in any eligible metropolitan statistical area or eligible State receiving less than \$200,000, the amount allocated to that entity is increased to \$200,000 and allocations to entities in excess of \$200,000 are proportionately reduced by the amount of the increase.

#### § 574.190 Reallocation of grant amounts.

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

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

### Subpart C-Competitive Grants

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

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

(1) Special projects of national significance; and

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

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

(c) The competitive grants are awarded based on applications, as described in subpart C of this part, submitted in

§ 574.210

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 7963, Feb. 29, 1996]

§ 574.210 Eligible applicants.

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

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

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

§ 574.240 Application requirements.

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

[61 FR 7963, Feb. 29, 1996]

§ 574.260 Amendments.

(a) After an application has been selected for funding, any change that will significantly alter the scope, location, service area, or objectives of an activity or the number of eligible persons served must be justified to HUD and

approved by HUD. Whenever any other amendment to the application is made, the grantee must provide a copy to HUD.

(b) Each amendment request must contain a description of the revised proposed use of funds. Funds may not be expended for the revised proposed use of funds until:

(1) HUD accepts the revised proposed use; and

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

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

Subpart D—Uses of Grant Funds

§ 574.300 Eligible activities.

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

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

(1) Housing information services including, but not limited to, counseling, information, and referral services to assist an eligible person to locate, acquire, finance and maintain housing.

This may also include fair housing 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);

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

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

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

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

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

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

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

(10) Administrative expenses:

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

(ii) Each project sponsor receiving amounts from grants made under this program may use not more than 7 percent of the amounts received for administrative costs.

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

(c) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOPWA program. Neither the Federal government nor a State or local government receiving funds under HOPWA programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the HOPWA program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) An organization that participates in the HOPWA program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HOPWA funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide HOPWA-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HOPWA-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the HOPWA program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) HOPWA funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent



that those structures are used for inherently religious activities. HOPWA funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, HOPWA funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOPWA funds in this part. Sanctuaries, chapels, or other rooms that a HOPWA-funded religious congregation uses as its principal place of worship, however, are ineligible for HOPWA-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

(6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994; 68 FR 56405, Sept. 30, 2003]

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

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

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

referring the individual to the care provider.

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

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

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

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

(1) *State and local requirements.* Each recipient of assistance under this part must provide safe and sanitary housing that is in compliance with all applicable State and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing.

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

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

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

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

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

(v) *Water supply.* The water supply must be free from contamination at

levels that threaten the health of individuals.

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

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

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

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

(c) *Minimum use period for structures.*

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

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

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

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

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

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

necessary because of construction costs or unusually high or low family incomes.

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

(1) 30 percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses and are described in detail in 24 CFR 5.609). The calculation of the family's monthly adjusted income must include the expense deductions provided in 24 CFR 5.611(a), and for eligible persons, the calculation of monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) *Rent standard*. The rent standard shall be established by the grantee and shall be no more than the published section 8 fair market rent (FMR) or the HUD-approved community-wide exception rent for the unit size. However, on

a unit by unit basis, the grantee may increase that amount by up to 10 percent for up to 20 percent of the units assisted.

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

(b) With respect to shared housing arrangements, the rent charged for an assisted family or individual shall be in relation to the size of the private space for that assisted family or individual in comparison to other private space in the shared unit, excluding common space. An assisted family or individual may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements shall be voluntary.

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

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

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

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

(2) *Waiver of time limitations*. HUD may waive, as it determines appropriate, the limitations of paragraph (a)(1) and will favorably consider a

waiver based on the good faith effort of a project sponsor to provide permanent housing under subsection (c).

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

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

(c) *Placement*. A short-term supported housing facility assisted under this part must, to the maximum extent practicable, provide each individual living in such housing the opportunity for placement in permanent housing or in a living environment appropriate to his or her health and social needs.

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

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

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

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

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

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

sons to participate as fully as possible in community life.

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

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

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

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

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

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

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

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

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

##### § 574.400 Prohibition of substitution of funds.

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

§ 574.410

24 CFR Ch. V (4-1-13 Edition)

§ 574.410 **Capacity.**

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

§ 574.420 **Cooperation.**

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

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

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

§ 574.430 **Fee prohibitions.**

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

§ 574.440 **Confidentiality.**

The grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance.

§ 574.450 **Financial records.**

The grantee shall agree, and shall ensure that each project sponsor agrees, to maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and dis-

bursing of amounts received from a grant under this part.

**Subpart F—Grant Administration**

§ 574.500 **Responsibility for grant administration.**

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

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

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

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

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

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

(c) *Enforcement.* HUD will enforce the obligations in the grant agreement in accordance with the provisions of 24 CFR 85.43. A grantee will be provided an opportunity for informal consultation before HUD will exercise any remedies authorized in paragraph (a) of that section.

§ 574.510 **Environmental procedures and standards.**

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

(b) The recipient, its project partners and their contractors may not acquire,

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

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

[68 FR 56130, Sept. 29, 2003]

#### § 574.520 Performance reports.

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

(b) *Competitive grants.* A grantee shall submit to HUD annually a report describing the use of the amounts received, including the number of individuals assisted, the types of assistance provided, and any other information that HUD may require. Annual reports

are required until all grant funds are expended.

[60 FR 1918, Jan. 5, 1995]

#### § 574.530 Recordkeeping.

Each grantee must ensure that records are maintained for a four-year period to document compliance with the provisions of this part. Grantees must maintain current and accurate data on the race and ethnicity of program participants.

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

#### § 574.540 Deobligation of funds.

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

[61 FR 7963, Feb. 29, 1996]

### Subpart G—Other Federal Requirements

#### § 574.600 Cross-reference.

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

[61 FR 5209, Feb. 9, 1996]

#### § 574.603 Nondiscrimination and equal opportunity.

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

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

## § 574.605

and part 36 (public accommodations and requirements for certain types of short-term housing assistance).

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

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

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 33394, June 30, 1994. Redesignated and amended at 61 FR 5209, Feb. 9, 1996; 61 FR 7964, Feb. 29, 1996]

#### § 574.605 Applicability of OMB circulars.

The policies, guidelines, and requirements of 24 CFR part 85 (codified pursuant to OMB Circular No. A-102) and OMB Circular No. A-87 apply with respect to the acceptance and use of funds under the program by States and units of general local government, including public agencies, and Circulars Nos. A-110 and A-122 apply with respect to the acceptance and use of funds under the program by private non-profit entities. (Copies of OMB Circulars may be obtained from E.O.P. Publications, room 2200, New Executive Office Building, Washington, DC 20503, telephone (202) 395-7332. (This is not a toll-free number.) There is a limit of two free copies.

#### § 574.625 Conflict of interest.

(a) In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36(b)(3), no person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee or project sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision

making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

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

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

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

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

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

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

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

(4) Whether the interest or benefit was present before the affected person

was in a position as described in paragraph (a) of this section;

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

(6) Any other relevant considerations.

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

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

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

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

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

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

(2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs also may be paid for with funds available from other sources.

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

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

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

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

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

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

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

(2) 30 percent of gross household income; or



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

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

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

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

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

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

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

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

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

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

(g) *Definition of initiation of negotiations.* For purposes of determining the formula for computing the replacement housing assistance to be provided to a residential tenant displaced as a direct result of privately undertaken rehabili-

tation, demolition, or acquisition of the real property, the term "initiation of negotiations" means the execution of the agreement between the grantee and the project sponsor.

**§ 574.635 Lead-based paint.**

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

[64 FR 50226, Sept. 15, 1999]

**§ 574.640 Flood insurance protection.**

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

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

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

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

**§ 574.645 Coastal barriers.**

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

**§ 574.650 Audit.**

The financial management system used by a State or unit of general local government that is a grantee must provide for audits in accordance with 24 CFR part 44. A nonprofit organization that is a grantee or a project sponsor is subject to the audit requirements set forth in 24 CFR part 45.

**§ 574.655 Wage rates.**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply

to this program, except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.

[59 FR 17201, Apr. 11, 1994]

## PART 576—EMERGENCY SOLUTIONS GRANTS PROGRAM

### Subpart A—General Provisions

- Sec.  
576.1 Applicability and purpose.  
576.2 Definitions.  
576.3 Allocation of funding.

### Subpart B—Program Components and Eligible Activities

- 576.100 General provisions and expenditure limits.  
576.101 Street outreach component.  
576.102 Emergency shelter component.  
576.103 Homelessness prevention component.  
576.104 Rapid re-housing assistance component.  
576.105 Housing relocation and stabilization services.  
576.106 Short-term and medium-term rental assistance.  
576.107 HMIS component.  
576.108 Administrative activities.  
576.109 Indirect costs.

### Subpart C—Award and Use of Funds

- 576.200 Submission requirements and grant approval.  
576.201 Matching requirement.  
576.202 Means of carrying out grant activities.  
576.203 Obligation, expenditure, and payment requirements.

### Subpart D—Reallocations

- 576.300 In general.  
576.301 Metropolitan cities and urban counties.  
576.302 States.  
576.303 Territories.  
576.304 Alternative method.

### Subpart E—Program Requirements

- 576.400 Area-wide systems coordination requirements.  
576.401 Evaluation of program participant eligibility and needs.  
576.402 Terminating assistance.  
576.403 Shelter and housing standards.  
576.404 Conflicts of interest.  
576.405 Homeless participation.  
576.406 Faith-based activities.  
576.407 Other Federal requirements.

576.408 Displacement, relocation, and acquisition.

### Subpart F—Grant Administration

- 576.500 Recordkeeping and reporting requirements.  
576.501 Enforcement.

AUTHORITY: 42 U.S.C. 11371 *et seq.*, 42 U.S.C. 3535(d).

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

### Subpart A—General Provisions

#### § 576.1 Applicability and purpose.

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

#### § 576.2 Definitions.

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

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current

EXHIBIT "D"

Key Personnel



HOPWA Subrecipient Agreement 2022-2025

EXHIBIT D

KEY PERSONNEL

Organization: Riverside County Housing Authority

The following "key personnel" are assigned to perform portions of the Services or supervise the performance of Services for the HOPWA funded project activities identified herein:

Position	Name of Employee
Director of HWS	Heidi Marshall
Supervising Development Specialist	Gina Marasco
Housing Specialist II	Elizabeth Gehrig
Housing Specialist I	Brittney Cole
Supervising Account	Tim Lamb
Accounting Technician II	Angela Thompson

I, Cindy Hui (print name), hereby agree that:

I read and understand the information provided above.


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

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

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

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

	<b>Names of Executive</b>	<b>Total Compensation</b>
1.	Heidi Marshall	\$365,949.74
2.	Megan Gomez	\$238,215.12
3.	Cindy Hui	\$200,942.82
4.	Lourdes Kirkpatrick	\$166,586.42
5.	Chieko Keagy	\$165,870.12

  
\_\_\_\_\_  
Signature of President/Executive Director/Board Chair

9/27/23  
\_\_\_\_\_  
Date

Cindy Hui, Deputy Director  
\_\_\_\_\_  
Printed Name of President/Executive Director/Board Chair

**EXHIBIT "E"**

**Corporate Signatures Certification**



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

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

2. Authorize the Authority Executive Director, or designee, to execute an Agreement substantially conforming in form and substance to the attached Agreement on behalf of the Housing Authority of the County of Riverside, subject to approval as to form by County Counsel;
3. Approve the attached form of Professional Services Agreement for HOPWA Service Providers, (HOPWA Subcontract Agreement) which shall be used as the form to memorialize each contract between the Authority and the below-listed HOPWA Service Providers, final forms of which shall be subject to approval by County Counsel;
4. Ratify and approve the HOPWA Subcontract Agreements awarded to administer HOPWA services for the period of July 1, 2022 through June 30, 2023, with the option by the Authority to extend the term in writing an additional 24 months, to the following local service providers: Desert AIDS Project in the amount of \$325,892; Foothill AIDS Project in the amount of \$272,298; and TruEvolution in the amount of \$215,407 (collectively, HOPWA Service Providers) for a total maximum amount of \$813,597;
5. Authorize the Authority Executive Director, or designee, to (a) execute HOPWA Subcontract Agreements with each HOPWA Service Provider, substantially conforming in form and substance to the attached HOPWA Subcontract Agreement; (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 Subcontract Agreements, that include, but are not limited to, amendments that result in an increase in the award of HOPWA funds from the City of Riverside to the Authority, subject to approval as to form by County Counsel.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year</b>	<b>Next Fiscal Year</b>	<b>Total Cost</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$1,985,224	\$0	\$1,985,224	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> U.S. Department of Housing and Urban Development 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2022/23	

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

**BACKGROUND:**

Summary

Annual Award of HOPWA Funds

The U.S. Department of Housing and Urban Development (HUD) sponsors a program entitled Housing Opportunities for Persons with AIDS (HOPWA). This program provides

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

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) \$1,985,224.23 to serve as the HOPWA Project Sponsor for Riverside County. The Authority has administered the HOPWA program for approximately 20 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. All these services are procured through the use of subcontractors who were obtained through an annual Request for Proposals (RFP) for HOPWA service providers. The selected subcontractors are then awarded funding based on their capabilities to provide the needed services which is then memorialized in the attached Professional Services Agreement for HOPWA Services Providers (HOPWA Subcontract Agreement).

The agreement between the City and Authority is memorialized in the proposed Fiscal Year 2022-23 Housing Opportunity for Persons with AIDS (HOPWA) Agreement (Agreement), attached hereto, which sets forth the terms for administration of the HOPWA funds for fiscal year 2022-2023.

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 2022-2023 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 2022-23 budget. The Authority will be reimbursed by the City for HOPWA program costs incurred by the Authority upon execution of the attached proposed Agreement.

Authority is also requesting approval of the form of the HOPWA Subcontractor Agreement for use with all selected subcontractors. County Counsel has approved both the Agreement and HOPWA Subcontractor Agreement as to form. Staff recommends that the Board of Supervisors approve the attached HOPWA Agreement and the attached HOPWA Subcontractors Agreement.

**Impact on Residents and Businesses**

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



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

Additional Fiscal Information

No budget adjustment is needed as this is 100% Federal funding.

ATTACHMENTS:

- Letter from the City
- Form of Fiscal Year 2022-23 Housing Opportunity for Persons with AIDS (HOPWA) Agreement
- Form of HOPWA Subcontractor Agreement

  
Belanna Lontajo, Principal Management Analyst 3/27/2023

  
Ronak Patel, Deputy County Counsel 3/21/2023

**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](http://www.USASpending.gov).

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

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

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

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

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

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

**EXHIBIT "G"**

**Sections 2 CFR 200.339 and 2 CFR 200.342**

---

This content is from the eCFR and is authoritative but unofficial.

---

## **Title 2 - Grants and Agreements**

### **Subtitle A - Office of Management and Budget Guidance for Grants and Agreements**

#### **Chapter II - Office of Management and Budget Guidance**

#### **Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

##### **Subpart D - Post Federal Award Requirements**

##### **Remedies for Noncompliance Remedies for...**

**Source:** 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

**Authority:** 31 U.S.C. 503

**Source:** 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

##### **§ 200.339 Remedies for noncompliance.**

If a non-Federal entity fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.208. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

---

This content is from the eCFR and is authoritative but unofficial.

---

## **Title 2 - Grants and Agreements**

### **Subtitle A - Office of Management and Budget Guidance for Grants and Agreements**

#### **Chapter II - Office of Management and Budget Guidance**

#### **Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

##### **Subpart D - Post Federal Award Requirements**

##### **Remedies for Noncompliance Remedies for...**

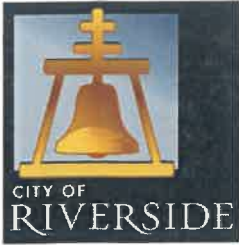
**Source:** 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

**Authority:** 31 U.S.C. 503

**Source:** 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

### **§ 200.342 Opportunities to object, hearings, and appeals.**

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings to which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.



Department of Housing & Human Services

October 18, 2023

Housing Authority of the County of Riverside  
Attn: Gina Marasco  
5555 Arlington Ave.  
Riverside, CA 92504

**RE: City of Riverside 2023/2024 Agreement for the Use of Housing Opportunities for Persons with AIDS (HOPWA) Funds**

Dear Gina Marasco:

Enclosed, please find two copies of the 2022/2023 HOPWA Agreement for execution by the Housing Authority of the County of Riverside. The Agreement must be signed by the Authorized Representatives of the organization and returned to my attention for final execution. Once fully executed, an original copy will be returned to the Agency. City staff will then prepare a Purchase Order for the account. At this time, you may begin to request reimbursement of expenses incurred beginning July 1, 2023, on your HOPWA-funded project by submitting a request for payment form A & B with the required supporting documentation.

Thank you for your patience and cooperation as we finalize the agreement process. Should you have any questions or concerns, please feel free to contact me at (951) 826-5302.

Sincerely,

Michelle Guzman  
Senior Project Manager

Enclosures (1)

**RECEIVED**  
OCT 20 2023  
**HOUSING AUTHORITY**