

Exhibit B

**GRANT AGREEMENT FOR
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM FUNDS
CDFA #14.241
FACE TO FACE (V212352)**

This Agreement (Agreement) is made this _____ day of _____, 2017 by and between the HOUSING AUTHORITY OF THE CITY OF SANTA ROSA (Authority) and FACE TO FACE/THE SONOMA COUNTY AIDS NETWORK, a California non-profit corporation (Contractor).

RECITALS

- A. The Council of the City of Santa Rosa (Council) has determined that the Face to Face Program (Program) benefits the residents of Santa Rosa and meets the requirements of the Housing Opportunities for Persons with AIDS (HOPWA) Program which provides grant funding to community-based providers that serve low-income residents with HIV/AIDS and their families. The HOPWA Agreement is administered by Authority and the Program is administered by Contractor.
- B. The HOPWA Program provides comprehensive services to support safe and stable housing and to decrease homelessness for individuals who are HIV positive and their families.
- C. The Program includes a wide range of housing and social services including security deposits, rental assistance, and short-term rent, mortgage or utility payments to prevent homelessness.
- D. Authority wishes to fund the Program; the funding source for the services of Contractor in the performance of this Agreement will be Federal HOPWA grant funds.
- E. The parties have negotiated upon the terms pursuant to which Contractor will provide services under this Agreement and Authority will fund the services and have herein reduced such terms to writing.

AGREEMENT

1. SCOPE OF SERVICES

Contractor shall, in a manner satisfactory to Authority, and in accordance with Title 24, Section 574 of the Code of Federal Regulations – Housing Opportunities for Persons with AIDS, provide the scope of services described in Exhibit A ("Scope of Services").

2. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2017, and end on June

30, 2018.

3. GRANT

Notwithstanding any other provision of this Agreement, Program funding from Authority to Contractor shall not exceed three hundred eighty-four thousand, nine hundred twenty-eight dollars (\$384,928). The City of Santa Rosa's (City) Chief Financial Officer is authorized to pay all proper claims from Key 340112.

Payments by Authority to Contractor shall be made monthly in arrears on the basis of the Budget in Exhibit B and upon the proper documentation of expenditures. On or before the fifteenth day of each month, Contractor shall submit an invoice to Authority for the prior month. The Executive Director of Authority or designee (Director) will review each invoice and may deny reimbursement where: 1) an expenditure is questionable or improperly documented; or 2) Contractor has not provided Program services. Invoices submitted after 30 days shall include acceptable written justification for the delay.

In the event that the Director determines that Contractor is not fully providing the Program services identified in Exhibit A, he shall have the right to reduce the grant award, unless the failure to provide services is beyond Contractor's control. The exercise by the Director of Authority's rights under this provision shall not be construed as a waiver by Authority of any other right or remedy.

4. INSURANCE

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements" which is attached hereto and hereby incorporated and made part of this Agreement by this reference. Maintenance of the insurance coverage as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereas City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 10 below, retains or utilizes any subcontractors or sub-consultants in the provision of any services under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements in Attachment One.

5. INDEMNITY/LIABILITY

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Authority, City, and their employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, volunteers or agents, in said performance of services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of Authority. If there is a possible obligation to indemnify, Contractor's duty to defend exists regardless of whether it is ultimately determined that there is no obligation to indemnify.

6. INDEPENDENT CONTRACTOR

The parties intend that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with Authority. Contractor is not to be considered an agent or employee of Authority and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by Authority for its employees.

7. SUCCESSORS AND ASSIGNS

Authority and Contractor each binds itself, its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party with respect to all promises and agreements contained herein.

8. FINANCIAL REQUIREMENTS/AUDITS/REPORTING

A. Contractor shall comply with the policies, guidelines, and requirements of 24 CFR part 85 (codified pursuant to Office of Management and Budget (OMB) Circular No. A-102), 24 CFR 84.21 – 28 as amended by 24 CFR 570.502, 24 CFR 5.609, 6.11 and 6.17, and OMB Circulars No. A-87, A-110, A-122, A-133.

B. Contractor shall be accountable to Authority for all funds requested by and disbursed to Contractor under this Agreement.

C. Contractor shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles (GAAP), procedures, and regulations as deemed necessary by Authority. Such records shall be maintained by qualified personnel and completed in a timely manner.

D. Contractor shall, at all times during normal business hours and as often as

Authority, City, the State of California, the U.S. Department of Housing and Urban Development (HUD) and the Comptroller General of the United States may deem necessary, make available to their representatives for examination, all of Contractor's records with respect to all matters covered by this Agreement and shall permit these representatives to audit, examine and make excerpts or transcripts from such records, and to make audits of all documents and conditions relating to this Agreement. All costs are subject to the eligibility requirements of HUD.

E. Contractor shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Audits performed outside the scope of the Single Audit Act or OMB A-133 shall be deemed ineligible costs under this Agreement. All audits performed are required to be submitted to Authority no later than 180 days after end of the Agreement term referenced in Section 2.

F. Contractor shall permit and facilitate observation and inspection of Program services and records at Contractor's principal office and work site by Authority, its employees, auditors, representatives, and public authorities during reasonable business hours.

G. Contractor shall either establish a separate bank account for all funding received from Authority under this Agreement or practice full fund accounting. Contractor shall not commingle the funds provided under this Agreement with any other funds, revenue or monies.

H. Authorized representatives of Authority shall perform fiscal monitoring of Contractor's record keeping and reporting to assure compliance with this Agreement.

I. Any funds received as return of costs or as income generated from activities funded by the Agreement are the property of Authority and are to be transmitted to Authority promptly, unless there is a written agreement with Authority approving the use of these funds. Reimbursed costs or Program income shall be used prior to the advancement of additional funds pursuant to this Agreement and, further, shall be used for HOPWA Program eligible purposes.

J. Contractor shall maintain all records related to the performance of this Agreement during the term of this Agreement and for a period of five (5) years after completion of all services hereunder.

9. BUDGET

Any requested modification to the line items of the Budget shall be reviewed and approved by the Director prior to the expenditures of funds detailed in the modification. Budget modifications shall not alter: 1) the Scope of Services; or 2) the total grant award under Section 3.

10. SUBCONTRACTS

A. Any subcontract funded under this Agreement shall be submitted to the Director for review and approval prior to its execution.

B. In the event Contractor is a private non-profit or neighborhood based non-profit organization, or a local development or small business investment corporation, Contractor is required to comply with the procurement procedures of OMB Circular A-122 (incorporated herein by reference) for the procurement of supplies and services in connection with activities funded under this Agreement.

C. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement.

11. 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 Contractor or a HOPWA Program 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. No member of, or delegate to, the Congress of the United States shall be permitted to share, or take part in this Agreement or in any benefit arising therefrom.

C. No employee or officer of Authority or of City, no member of Council, and no other public official of CITY who exercises any functions or responsibilities with respect to City's HOPWA Program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement. Employees of Authority may participate in this Program subject to waivers by HUD. Contractor shall be responsible for obtaining compliance with this provision.

D. Individuals associated with the Contractor's agency are prohibited from using positions with Authority or City for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly with those with whom they have family, business, or other ties.

E. Contractor shall inform Director of staffing changes at the executive/management level and changes in the membership of its Board of Directors within 30 days of such changes.

F. Compliance with Lobbying Provisions: In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services with the funds, Contractor agrees to the following provisions pursuant to the Housing and Community Development Act of 1992:

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

2. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to support or defeat legislation pending before Congress.

3. Contractor shall require that the language of this section be included in all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly. This is a material representation of fact upon which reliance was placed when this Agreement was made.

4. Not more than one member of an immediate family shall be employed by Contractor or a component thereof directly or indirectly receiving HUD funds. For purposes of this provision, immediate family shall include husband, wife, brothers, sisters, children and parents (both legal parents and step-parents). If Contractor has any doubt as to its compliance with this requirement, it shall submit a written request to Authority for clarification and advice as to the proper course of action to be taken. Where noncompliance is found, Authority shall have the right, upon discovering such noncompliance, to order Contractor to dismiss one or as many of its employees as are required to restore compliance with this requirement.

12. RELIGIOUS ACTIVITY PROHIBITED

Contractor agrees that the Grant Amount will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization per the federal regulations set forth in 24 C. F. R. § 574.300(c)(2).

13. PUBLICITY

During the term of this Agreement and for one year thereafter, Contractor shall acknowledge Authority's contribution to the Program in all publicity regarding the

Program, including but not limited to, website and social media, flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. The words "City of Santa Rosa Public Service Providers Program" shall be explicitly stated in any and all pieces of publicity with respect to the Program.

Upon request, Authority staff shall assist Contractor in generating publicity for the Program. Contractor agrees to cooperate with Authority staff in any Authority generated publicity or promotional activities related to the Program.

14. NONSOLICITATION CLAUSE

Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Authority shall have the right to rescind this Agreement without liability or, at its discretion, reduce the grant award under this Agreement, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee.

15. FIXED ASSETS

For purposes of this Agreement, a fixed asset is any physical item excluding real property having a cost in excess of \$300.00 and a usable life of three years or more. Contractor's annual report to Authority shall include invoices and receipts of payment for all fixed assets purchased. If at any time Contractor discontinues the Program at any time during or after the Agreement period, all fixed assets purchased or acquired by Contractor having a cost in excess of \$300.00 and usable life of one year or more, revert back to Authority.

16. PUBLICATION RIGHTS, COPYRIGHTS, AND DATA OWNERSHIP

A. The copyright to any reports, papers, forms, or other materials or documents that are created in connection with the services performed under this Agreement shall vest in Authority unless otherwise authorized in writing by Authority.

B. All reports, documents, forms, photographs, maps, data, and any other materials developed, collected, or prepared by Contractor pursuant to this Agreement shall be the exclusive property of Authority unless written waiver is executed by Authority.

C. Publication rights to any documents or materials produced are to be reserved by Authority.

D. Both written and oral releases are considered to be within the context of

publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures to other groups which describe the Program but disclose neither data nor results are permissible without advance approval.

E. HUD reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work developed pursuant to this Agreement, for governmental purposes.

17. PROGRAM MONITORING AND EVALUATION

A. Purpose

Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and HOPWA regulations incorporated herein and the effective and efficient achievement of Program objectives.

Contractor shall appoint a representative to be available to Authority for consultation and assistance during the performance of this Agreement.

Contractor shall undertake continuous quantitative and qualitative evaluation of the Scope of Services and shall make written reports to Authority.

1. The monthly written reports shall include, but shall not be limited to the following data elements:

- a. Title of Program, listing of components, description of activities/operations;
- b. Description of the use of the amounts received including the total number of individuals assisted and the types of assistance provided;
- c. Ongoing assessment of the housing assistance and supportive services required by participants in the Program;
- d. Goals: The projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved toward meeting the specified goals; additionally, identify any problems encountered in meeting goals;
- e. The monthly report shall include a brief summary of the services provided;
- f. For each client served (unduplicated count), provide the following information, including the city of last residence:

RACE AND ETHNIC DATA REPORTING FORM	MONTHLY TOTALS			YEAR TO DATE TOTALS		
Racial Categories	# Hispanic/Latino	# Non Hispanic/Latino	Total Number of Race Responses	# Hispanic/Latino	# Non Hispanic/Latino	Total Number of Race Responses
White						
Black/African American						
Asian						
American Indian/Alaska Native						
Native Hawaiian/Other Pacific Islander						
American Indian/Alaska Native and White						
Asian and White						
Black/African American and White						
American Indian/Alaska Native and Black/African American						
*Other Multi-Racial						
TOTAL						
# of Disabled Recipients: _____ # of Female-headed HH: _____						
TOTAL NON-LOW/MODERATE INCOME BENEFICIARIES: _____						
TOTAL LOW INCOME BENEFICIARIES (50% - 80% of median): _____						
TOTAL VERY LOW INCOME BENEFICIARIES (less than 50% of median): _____						
TOTAL EXTREMELY LOW INCOME BENEFICIARIES (less than 30% of median): _____						

2. The monthly reports shall be compiled into an annual cumulative report submitted to Authority by Contractor at the end of the fiscal year, no later than July 31st. The cumulative report shall also include the following information:

- a. The number of clients with new or continuing access to the service or benefit provided;
- b. The number of clients with improved access to the service or benefit provided;
- c. The number of clients that receive the service or benefit that is no longer substandard; and
- d. The number of beds created in overnight shelter or other emergency housing.

B. Responsibilities of Authority

Authority shall monitor and evaluate the Program.

C. Responsibilities of Contractor

Contractor shall provide evidence of client income and ethnicity in order to substantiate that the Program is operating in compliance with all regulations and circulars identified in Section 8 of this Agreement. In the event financial or reporting issues are identified by Authority or through a compliance review by HUD, Contractor may be required to reimburse the Authority for funds that were expended on ineligible activities as identified in HOPWA regulations (24 CFR § 574).

D. Homeless Management Information System

Contractor must be in good standing in collecting and entering current, accurate, and comprehensive data that reflects the homeless prevention and intervention services delivered by Contractor into the Homeless Management Information System (HMIS), as defined by HUD, or comparable reporting system approved by Authority, as a condition of funding under this Agreement. HMIS requirements are further described in Exhibit C.

E. Homeless Count

Contractor will take part in biennial unsheltered Homeless Count by assigning staff to assist in Count processes and by making facilities and other Contractor resources available to support the Count commensurate to the size of the Contractor's homelessness program relative to the overall Sonoma County Continuum of Care program.

18. FAIR HOUSING AND EQUAL OPPORTUNITY CERTIFICATIONS

A. Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d *et seq.*; P.L. 88-352) and regulations pursuant thereto (Title 24 CFR § 1) states that no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance extended to Contractor. This assurance shall obligate Contractor, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

B. Fair Housing Act of 1968

The Fair Housing Act (42 USC §§ 3601-3620; P.L. 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status. Contractor shall

administer all programs and activities assisted under this Agreement in a manner to affirmatively further the policies of the Fair Housing Act.

C. Executive Order 11063 -- Equal Opportunity in Housing

Executive Order 11063, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR § 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided with Federal financial assistance.

D. Section 109 of the Housing and Community Development Act of 1974

Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC §§ 6101 *et seq.*) or with respect to an otherwise qualified handicapped person as provided in section 504 of the Rehabilitation Act of 1973 (29 USC §794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

E. Executive Order 11246 -- Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, and all regulations pursuant thereto (41 CFR Chapter 60) states that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally-assisted construction contracts and affirmative action shall be taken to ensure equal employment opportunity. Contractor will incorporate, or cause to be incorporated, into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause.

F. Executive Order 13166 -- Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4 Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and/or persons eligible for housing assistance and support services.

Contractor must analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

1. the number or proportion of LEP persons eligible to be served or likely to be applying for Program services;
2. the frequency with which LEP persons utilize these Programs and services;
3. the nature and importance of the Program, activity, or service provided; and
4. the benefits from providing LEP services, and the resources available and costs to the CDC for those services.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Contractor. Contractor shall develop and implement a LEP policy consistent with the above guidelines and provide CITY and Authority with copies of its LEP Policy.

G. Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on handicap in federally assisted and conducted programs and activities. In performance of this Agreement, Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to Rehabilitation Act of 1973 (29 USC § 794) and the Americans With Disabilities Act (ADA) of 1990, (42 USC §§ 12101, *et seq.*), and any regulations and guidelines issued pursuant to the ADA, which generally prohibits discrimination against individuals with disabilities and may require reasonable accommodations.

H. Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving Federal financial assistance.

I. Executive Orders 11625, 12432, 12138 - Minority and Women Owned Business Opportunities.

These Executive Orders state that program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

19. DRUG-FREE WORKPLACE

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on Contractor's premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

20. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express written consent of Authority.

21. MODIFICATION

This Agreement shall not be modified except in writing executed by both parties.

22. TERMINATION OF AGREEMENT

Authority may terminate this Agreement immediately for cause, which shall include as example but not as a limitation:

A. Failure, for any reason, of Contractor to fulfill, in a timely and proper manner, its obligations under this Agreement including compliance with Authority, City, State, and Federal laws and regulations and applicable directives;

B. Failure to meet the performance standards contained in other sections of this Agreement;

C. Improper use or reporting of funds provided under this Agreement;

D. Suspension, termination or modification by HUD (or by any other entity or agency) of any of the grants with which Authority planned to fund this Agreement;

E. Any event, (whether natural, social, political or financial) which is beyond the control of Authority and which results in a change in the funds available to Authority, or which triggers a need by Authority to reallocate funding to Contractor.

F. In connection with the provisions of subsections D and E, above,

Contractor understands that Authority has based its overall allocation of funds to Contractor and to other recipients on an assumed level of contribution from outside sources and on the basis of current budgeting requirements. It is therefore agreed that during the term of this Agreement, should all or any part of the funding available to Authority be reduced in any amount whatsoever, or should Authority be faced with unusual or unexpected natural, social, political or financial events which diminish Authority's ability to fund agreements with Contractor and other recipients, or which events generate additional needs in the community, then Authority shall have the right to review and reallocate or reduce the amount of funding to be advanced to Contractor under this Agreement. There is no requirement that such reallocation and reduction, if any, be proportionate among the various recipients under contract with Authority. On any of the occurrences described above, Authority may terminate all or any part of the remaining funding due to Contractor under this Agreement. Authority shall have the sole discretion to determine whether there is a need to reallocate or terminate funding to Contractor, as well as the sole discretion to determine the amount of the reduction and reallocation.

Should such a reduction in funding occur, Authority shall notify Contractor as soon as reasonably practicable after Authority has made the determination of the need to reconsider its funding allocation. Should there be a modification of this Agreement; the modification shall take effect upon notice from Authority to Contractor in writing. All other terms and conditions of the Agreement shall remain in effect.

In no event shall Authority be obligated to fund any part of this Agreement from Authority's own financial resources.

23. REMEDIES FOR NONCOMPLIANCE

A. If Contractor materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, a notice of award, or elsewhere, Authority may take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action;
- 2) Disallow (that is, deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance);
- 3) Wholly or partly suspend or terminate the current award for Contractor's Program;
- 4) Withhold further awards for the Program; or
- 5) Take other remedies that may be legally available.

B. HEARINGS, APPEALS: In taking an enforcement action, Authority will provide Contractor an opportunity for such hearing, appeal or other administrative proceeding to which the Contractor is entitled under any statute or regulation applicable to the action involved.

C. EFFECTS OF SUSPENSION AND TERMINATION: Costs incurred by Contractor during a suspension or after termination of an award are not allowable unless Authority expressly authorizes them in the notice of suspension or termination or subsequently. Other Contractor costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1) The costs result from obligations which were properly incurred by Contractor before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable; and

2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. RELATIONSHIP TO DEBARMENT AND SUSPENSION: The enforcement remedies identified in this section, including suspension and termination, do not preclude a Contractor from being subject to 2 CFR part 2424 (see 24 CFR §85.35).

24. LAWS, REGULATIONS, FEES, TAXES

A. Contractor shall carry out its responsibilities pursuant to this Agreement in accordance with all applicable Federal, State and Local laws and all policies, procedures, regulations and requirements as HUD, State, City, and Authority from time to time prescribe.

B. Contractor shall comply with Title VI of the Civil Rights Act of 1964 (24 CFR §§ 1 *et seq.*) which states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

C. Contractor shall pay all fees and taxes as required by law.

25. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

Authority:

Housing Authority of the
City of Santa Rosa
P.O. Box 1806
Santa Rosa, California 95402

CONTRACTOR:

Face to Face
873 Second Street
Santa Rosa, California 95404

25. ENTIRE AGREEMENT

This agreement is the entire Agreement between the parties.

26. INCORPORATION OF ATTACHMENT AND EXHIBITS

The attachment and exhibits to this Agreement are incorporated and made part of this Agreement, subject to the terms and provisions herein.

27. SIGNATURES REQUIRED FOR CORPORATIONS

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this date and year first above written.

HOUSING AUTHORITY OF THE
CITY OF SANTA ROSA

FACE TO FACE/THE SONOMA
COUNTY AIDS NETWORK

By: _____
DAVID E. GOUIN

By: _____
RICK DEAN

Title: Executive Director

Title: Executive Director

By: _____

Title: _____

APPROVED AS TO FORM:

Counsel for Housing Authority

Attachments:

Attachment One: Insurance Requirements

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: BUDGET

EXHIBIT C: HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

- A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. **Verification of Coverage and Certificates of Insurance:** Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.
- D. **Other Insurance Provisions:**
 1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
 2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
 3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
 4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
 5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit A – Scope of Services
Face to Face/The Sonoma County AIDS Network
Housing Opportunities for Persons with AIDS (HOPWA) Program

Provide comprehensive services to support safe and stable housing and to decrease homelessness for individuals who are HIV+ and their families. Services will include, but not be limited to, the following.

- Tenant-Based Rental Assistance (TRBRA): Assist income-qualified families to maintain housing by reducing their rent burden to a reasonable amount.
 - Key Elements
 - Calculate gross and adjusted household income at program intake and annually thereafter;
 - Calculate tenant rent payment based on income;
 - Calculate HOPWA subsidy payments using the Sonoma County payment standard;
 - Ensure a lease that meets state and local standards is in place for each participant receiving tenant-based rental assistance;
 - Conduct inspections for housing quality/habitability standards in connection with providing rental assistance;
 - Check comparable rents for reasonability; and
 - Verify that federal regulations concerning lead-based paint and fire safety are being followed.
- Short-Term Rent, Mortgage and Utilities Assistance (STRMU): provide short-term interventions that help maintain stable living environments for households who are experiencing a financial crisis and the potential loss of their housing arrangement(s).
 - Key Elements
 - Document need for eligible HOPWA persons or households;
 - Obtain evidence of tenancy, ownership, or residency;
 - Obtain evidence of need through verification of applicant's request for actual documented costs and verification that other resources such as household income are not reasonably available to address the unmet need;
 - Obtain verification that STRMU assistance will meet the identified need;
 - Limit STRMU assistance to 21 weeks in any given 52-week period;
 - Create/develop a stabilization plan for each STRMU client that addresses both short-term and long-term housing needs and track the assessment of housing needs, case planning and the provision of case management support;
 - Comply with the short-term facility time limit, which states that a HOPWA-funded short-term supported housing facility (1) may not provide residence

to any individual for more than 60 days during any six-month period, and (2) may not provide shelter or housing at any single time for more than 50 families or individuals; and

- Conduct housing assessments, create housing plans and provide supportive services.
- Provide Supportive Services, Housing Information and Permanent Housing Placement that help program participants to stabilize their living situations and help address care needs of persons living with HIV infection.
 - Key Elements: while the range of services eligible as activities under the HOPWA program is broad, the following types of supportive services can be included:
 - Adult day care and personal assistance;
 - Alcohol and drug abuse services;
 - Case management/advocacy/coordination of benefits;
 - Child care;
 - Education;
 - Employment assistance and training for persons living with HIV/AIDS;
 - Health and medical services with restrictions described in CFR 574.310(a)2;
 - Legal services;
 - Life skills management;
 - Nutritional services including meals;
 - Mental health services;
 - Outreach;
 - Transportation;
 - Assistance in gaining access to local, State and Federal government benefits and services;
 - Track delivery of supportive services in detail sufficient to adequately categorize and report them; and
 - Permanent housing placement and housing information services.
 - For each activity, show how many eligible households received the specific service; how much was spent on the specific service category; and the value of other non-HOPWA funds brought into the project for each activity.
- Attend HOPWA Institute in August, 2017, if required by HUD's Office of HIV/AIDS Housing.
- Planned outputs include
 - Case management and benefits for 350 individuals living with HIV/AIDS;
 - Housing assistance for 150 individuals;
 - Homeless prevention services for 40 individuals;

- Housing placement assistance for 40 individuals; and
 - Hotel/motel assistance for 10 individuals.
- Planned indicators toward successful Program outcome will include:
 - Reduction in the number of people living with HIV/AIDS that are homeless;
 - Low rate of movement from permanent housing into homelessness for individuals living with HIV/AIDS; and
 - Increase engagement in medical care and decrease in viral load of individuals living with HIV/AIDS.
 - Contractor agrees to:
 - Host monthly meetings of case management staff, directors, and managers of organizations that serve the same population to improve effectiveness, avoid duplication of services for the target population, and assure effective coordination of services;
 - Continue to maintain Memoranda of Understanding (MOUs) with local health centers to delineate the duties that the respective case managers are responsible for to further avoid duplication of services; and
 - Continue to participate in the Sonoma County Continuum of Care to coordinate with other service providers, establish clear program expectations so that HOPWA funds are utilized before Continuum of Care funds, and create clear expectations for service delivery on a case-by-case basis to avoid duplication of services.

Contractor will continue to prevent and reduce barriers to entry through:

- Eliminating language or cultural differences by employing staff that is bilingual and bicultural to ensure that monolingual Spanish speakers can access services;
- Assuring accessibility for those with disabilities, transportation difficulties, and those from outlying areas in the county through providing flexibility in meeting locations, and continue to meet with clients at the Santa Rosa office, the Russian River Health Center, at hospitals, or in their homes;
- Providing bus passes to low-income clients that don't have other reliable transportation;
- Meeting clients outside of "normal" business hours when needed;
- Working to serve all clients in a timely fashion by assisting clients on the TBRA program to apply for alternate rental assistance programs; and
- Providing all services free of charge.

EXHIBIT B: BUDGET

Face to Face HOPWA Program

Expenses	Budget Amounts
Salaries	\$132,620
Benefits	\$ 31,828
Admin Fee	\$ 26,944
Operating Expenses	\$ 11,536
Non Personnel Client Expenses	\$182,000
Total Contract Expense	\$384,928

EXHIBIT C: Homeless Management Information System (HMIS)

Face to Face HOPWA Program

As stated more specifically in the Sonoma County Continuum of Care Homeless Management Information System Participant Agreement, Contractor must be in "good standing" in collecting and entering current, accurate, and comprehensive data that reflects the homeless program services delivered by Contractor into the COMMISSION's Efforts to Outcomes (EtO) Homeless Management Information System (HMIS) licensed by Social Solutions Group as a condition of funding under this Agreement.

- A. HMIS "Good Standing": Good Standing is defined as timely data entry, complete and accurate data reflective of the Client status at Intake, Update and Exit and adherence to the prevailing HMIS Data Standards.
1. Timely data entry encompasses:
- Entry of data into EtO HMIS within five (5) business days of the event that generated by the data collection (i.e., Client Intake, Entry and Exit from Program, and required annual updates if Client is participating for longer than one year in the program) with the exception of services which may be bulk entered ten (10) days after month end.
2. Accurate and Complete Data:
- All homeless client data for Covered Homeless Organizations (CHO's) will be entered into the EtO HMIS.
 - 95% of all mandated data points are supplied (fields do NOT reflect a "Null", "Don't Know or Refused" OR "Data Not Collected" value).
 - The EtO Data Validation Report (required Quarterly Reporting for each homeless program) will reflect a 95% or higher data completeness and quality result at all times.
3. Data Collection Methodology:
- Contractor shall adhere to the prevailing federal HMIS Data Standards and Sonoma County HMIS Lead recommended program workflow(s) for each homeless program type.
- B. User Training: All Users of the HMIS will receive general HMIS User Training and Security and Ethics prior to receiving login credentials to the HMIS. Additionally, all HMIS Users shall receive updated Security and Ethics training annually. Contractor shall report Users departing their HMIS role for any reason within 24 hours of their departure for removal of user from the EtO HMIS.
- C. Required Quarterly Reporting: Contractor shall use data from the following reports to inform their quarterly report submissions:
- EtO Data Validation report with a data range from the start of the fiscal year to the end of the required report period (cumulative)
 - The 1-Sono – 0607-CDBG/CAPER (CDC Quarterly & Other Grant Reporting)
- D. HMIS Financial Match and Other Financial Requirement: Contractor agrees to pay the calculated fair share portion of the McKinney-Vento required funding match within 60 days of billing by the Commission. CONTRACTOR also agrees to provide the Commission with leveraging information within 30 days of request.
- E. Homeless Count Participation: Contractor will take part in annual sheltered Homeless Count by maintaining accurate and up-to-date data in good standing and being responsive to the Continuum of Care and HMIS Coordinators' requests for current and accurate information. Contractor will take part in biennial unsheltered Homeless Count by assigning staff to assist in the Count process and by making facilities and other Contractor resources available to support the Count commensurate to the size of the Contractor's homelessness program relative to the overall Sonoma County Continuum of Care program.