

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

- Approved budget detail
- Published Documents:
 - HOPWA Rental Assistance Guidebook:
<https://www.onecpd.info/news/introducing-the-hopwa-rental-assistance-guidebook/>
 - HUD, Office of HIV/AIDS Housing, HOPWA Grantee Oversight Resource Guide:
http://www.hudhre.info/documents/HOPWAOversightGuide_Aug2010.pdf
 - HOPWA Progress Report (HPR) (available upon request at shelley.vinson@cdph.ca.gov)
 - HOPWA Regulations – 24 Code of Federal Regulations Part 574:
http://www.access.gpo.gov/nara/cfr/waisidx_08/24cfr574_08.html
 - OMB Circular No. A-133:
http://www.whitehouse.gov/omb/circulars_default/
 - OMB Circular No. A-110 and A-122 with respect to the use of funds under the HOPWA program by private non-profit entities:
http://www.whitehouse.gov/omb/circulars_default/
 - OMB Circular No. A-102 and OMB Circular No. A-87 with respect to acceptance and use of funds under the HOPWA program by states and units of general local government, including public agencies:
http://www.whitehouse.gov/omb/circulars_default/
- Websites:
 - HUD Technical Assistance Website: <https://www.onecpd.info/hopwa/>

2. Cancellation / Termination

- A. This Agreement may be cancelled by CDPH or Contractor **without cause** upon 30 calendar days advance written notice to the other party.
- B. CDPH reserves the right to cancel or terminate this Agreement immediately for cause. The Contractor may submit a written request to terminate this Agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

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- C. The term “for cause” shall mean that Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, Contractor shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Agreement.

3. Avoidance of Conflicts of Interest by Contractor

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of Contractor, subcontractors, or employees, officers and directors of Contractor or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require Contractor to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where Contractor or any of its subcontractors, or any employee, officer, or director of Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
 - 2) An instance where Contractor’s or any subcontractor’s employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the contract. CDPH may, at its discretion upon receipt of a written request from Contractor, authorize an extension of the timeline indicated herein.

4. Insurance Requirements

When Contractor submits a signed Agreement to CDPH, Contractor shall furnish to CDPH certificate of insurance, stating that there is liability insurance presently in effect for Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions A, B, and C, in their entirety:

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- A. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- B. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.
- C. That the State will not be responsible for any premiums or assessment on the policy.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, CDPH may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

CDPH will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.