

**Memorandum of Understanding Between County of Yolo and Friends of the Mission Regarding Homeless Housing Assistance and Prevention Round 2 (HHAP-2)**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Yolo, a political subdivision of the State of California (“County”), and the Friends of the Mission, a non-profit authorized to do business in the State of California (“Sub-Recipient” or “Contractor”), collectively referred to as the “Parties” herein and who agree as follows.

**WHEREAS**, on or about July 31, 2019, the passing of Assembly Bill 101 enacted the Homeless Housing Assistance and Prevention (HHAP) Program. The general purpose of the HHAP Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing and the eligible uses for HHAP Program funds are stated in Health and Safety Code section 50219(c); and

**WHEREAS**, on or about December 6, 2019, the State of California, Business, Consumer Services and Housing Agency (BCSH) announced the availability of approximately \$650 million for HHAP grant funding, including an estimated allocation for the County of Yolo; and

**WHEREAS**, on or about August 24, 2021, the County entered into an agreement with the State of California, Business, Consumer Services and Housing Agency (BCSH), to provide funding for eligible activities relating to the prevention of homelessness, hereinafter referred to as the (“State Contract” or “Standard Agreement”); and

**WHEREAS**, the Parties, through collaboration, have determined that the provision of expanded homeless services through HHAP-2 would improve the health and overall well-being of persons experiencing homelessness in Yolo County.

**NOW, THEREFORE**, the Parties agree as follows:

**I. PURPOSE**

The purpose of this MOU is to describe the roles and responsibilities of County and Sub-Recipient in connection with the HHAP-2 allocation.

**II. RESPONSIBILITIES**

**A. Sub-Recipient.**

During the term of this MOU, the Sub-Recipient shall:

1. Provide capital for a permanent supportive housing project more specifically described in Exhibit A.
2. Comply with all applicable terms and conditions of the Standard Agreement.

**B. County.**

During the term of the MOU, County shall act as the fiscal agent to:

1. Disburse funding to the Sub-Recipient for the services provided under this MOU.
2. Collect and return any unexpended funds to BCSH, if needed.

C. All Parties.

During the term of the MOU, the Parties shall:

1. Consult and collaborate, as needed, to ensure a successful permanent supportive housing project services provided in conformance with HHAP.
2. Exercise all of the care and judgment consistent with good practices in the performance of the services required by this MOU.

III. METHOD OF PAYMENT

A. Subject to the satisfactory performance of the services required of the Sub-Recipient pursuant to this MOU and following Sub-Recipient's submission of County approved invoices and such other documentation that the County may require; the County shall pay the Sub-Recipient a maximum amount of **ONE HUNDRED ONE THOUSAND THREE HUNDRED ONE DOLLARS AND TWENTY CENTS (\$101,301.20)**.

<b>Agreement Term</b> March 1, 2021 through December 31, 2023	<b>Total</b>
\$101,301.20	<b>\$101,301.20</b>

Any unspent funding in a fiscal year, may be rolled over to the next fiscal year(s). Provided, however, that the total amount of compensation to be paid to Sub-Recipient for the services required by this MOU shall not exceed **ONE HUNDRED ONE THOUSAND THREE HUNDRED ONE DOLLARS AND TWENTY CENTS (\$101,301.20)** for the services performed.

B. Claims for payment may be submitted to the County in an electronic format at [HHSA.AccountsPayable@yolocounty.org](mailto:HHSA.AccountsPayable@yolocounty.org). All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission. All claims shall be submitted 30 days following the end of the month in which the services were provided and in conformance with the terms of this MOU. The final claim to the County must be received by no later than April 30, 2023 and all HHAP grant funds paid to Sub-Recipient must be expended by May 31, 2023, including any payments owed to subcontractors for the services delineated in Exhibit A of this MOU.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency  
137 N. Cottonwood Street, Suite 2400  
Woodland, CA 95695  
Attn: Accounts Payable

C. County shall pay Sub-Recipient actual expenditures as specified in Exhibit B. Sub-Recipient shall utilize the funds provided by County in accordance with the budget set forth in Exhibit B exclusively for the purposes of performing the services required by this MOU. No funds provided by County pursuant to this MOU shall be used for any political activity or political contribution.

D. The County's obligation to compensate Contractor pursuant to this MOU is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any

constraints imposed by the State upon such receipt and payment.

**F.** Sub-Recipient agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this MOU, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

**G.** Sub-Recipient shall not incur any expenses after the earliest of the following dates: the termination or expiration of this MOU or by May 31, 2023. Sub-Recipient shall return to the County any unexpended HHAP grant funds by the earliest of the following dates, 30 days after the termination or expiration of this MOU, or by April 30, 2026. Any HHAP funds not expended by June 30, 2026 shall revert to the General Fund.

**H.** County will demand repayment from Sub-Recipient for compensation made to the Sub-Recipient, if any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

Any such disallowance related to the current term of this MOU will be due and payable immediately to the County. County will recoup from Sub-Recipient by offsetting any payment otherwise due Sub-Recipient pursuant to this MOU or any other agreement between Sub-Recipient and County.

Any such disallowance related to the prior terms of this MOU or any other agreement between Sub-Recipient and County will be due and payable within thirty (30) days of mailing a demand letter from County to Sub-Recipient. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Sub-Recipient pursuant to this MOU or any other agreement between Sub-Recipient and County.

If the aggregated payment otherwise due Sub-Recipient pursuant to this MOU or any other agreement between Sub-Recipient and County is less than the amount due, and when all payments otherwise due Sub-Recipient have been exhausted, Sub-Recipient shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.

#### **IV. INELIGIBLE COSTS**

**A.** HHAP-2 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.5.

**B.** Homeless Coordinating and Financing Council (HCFC) reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this MOU. If the County or its Sub-Recipients use HHAP-2 funds to pay for ineligible activities, the Sub-Recipient shall be required to reimburse these funds to County.

**C.** An expenditure which is not authorized by this MOU, or by written approval of the County, or which cannot be adequately documented, shall be disallowed and must be reimbursed to County by the Sub-Recipient.

**D.** HCFC, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-2 fund expenditures.

**E.** Program funds shall not be used to supplement existing local funds for homeless housing, assistance, or prevention.

**F.** Reimbursements are not permitted in HHAP-2 for any expenditures prior to the date of execution of this MOU.

## V. REPORTS

**A.** Sub-recipient shall submit to County the following listed reports. Sub-recipient shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Sub-recipient's activities as they affect the services and obligations required by this Agreement, including any data and information required by State and/or Federal government for the County to receive funds used for these services. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

### **B. Contract Expenditure Reports**

**1. Quarterly Fiscal Reports:** This includes the total contract expenditures for the periods of July 1 through September 30; October 1 through December 31; January 1 through March 31; and April 1 through June 30. The quarterly fiscal reports shall be due within (21) days of the close of the related quarter.

**2. End of Year Report:** This includes contract expenditures for the period of July 1 through June 30 and year end information on actual expenditures and revenues. To be submitted by July 31<sup>st</sup>.

Submit the Contract Expenditures reports electronically via email to: [HHSA.AccountsPayable@yolocounty.org](mailto:HHSA.AccountsPayable@yolocounty.org).

### **C. Performance Outcome Measures (POM) Report:** (See Exhibit C of this Agreement)

Sub-recipient shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. On a quarterly basis, Sub-recipient shall make these data and reports available to the County, as specified in Exhibit C, Performance Measures. Submit the Performance Outcome Measures electronically via email to: [anisa.vallejo@yolocounty.org](mailto:anisa.vallejo@yolocounty.org).

### **D. Fiscal Year Annual Reports**

**1. Certified Audited Financial Reports** (see Section XVI. Audit)

Due date: July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Sub-recipient shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination.

All annual reports, with the Certified Audited Financial Reports, shall be sent electronically via email to: [HHSAQualityManagement@yolocounty.org](mailto:HHSAQualityManagement@yolocounty.org)

The Certified Audited Financial Reports shall be sent to:

Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Attn: Fiscal

### **E. Data Annual Reports**

Following guidance issued by BCSH each year, Sub-recipient shall submit HHAP-2 Annual Data for the periods of October 1 through September 30 upon request from HHSA staff. This section shall survive the termination or completion of this MOU for the full period of time allowed by law.

## **VI. RETENTION AND INSPECTION OF RECORDS**

Sub-Recipient shall retain and make available for review by the County and its designees any authorized federal and state agencies, or their duly authorized designees all records, documents, and general correspondence relating to this MOU and the services required hereunder for a period of not less than five (5) years after the termination of this MOU. County and its designees any authorized federal and state agencies, or their duly authorized designees shall have the right to review, obtain and copy all records and supporting documentation pertaining to the performance of this MOU. The Sub-Recipient agrees to permit the County and its designees any authorized federal and state agencies, or their duly authorized designees access to its premises upon reasonable notice, during normal business hours for the purposes of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the HHAP-2 statues, the HHAP-2 Notice of Funding Available (NOFA), and this MOU. At least thirty (30) calendar days prior to any destruction of these records following the five years, Sub-Recipient shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention. Sub-Recipient shall also require subcontractor to meet these requirements.

## **VII. TERM AND TERMINATION**

**A.** The term of this MOU shall be from **March 1, 2021 through December 31, 2023** unless sooner terminated as provided in this MOU.

**B.** Either party may terminate this MOU in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least 30 days advance written notice to the other party.

**C.** Should either party fail to substantially perform its obligations in accordance with this MOU, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this MOU. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this MOU upon not less than fifteen (15) days advance written notice.

**D.** This MOU is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Sub-Recipient pursuant to this MOU. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this MOU, the County may terminate this MOU by giving ten (10) days advance written notice thereof to the Sub-Recipient, in which event the County shall have no obligation to pay the Sub-Recipient any further funds or provide other consideration and the Sub-Recipient shall have no obligation to provide any further services pursuant this MOU. If the County terminates the MOU pursuant to this subparagraph, the County will pay Sub-Recipient in accordance with this MOU for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

## **VIII. APPLICABLE LAWS**

**A.** Sub-recipient shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws, including but not limited to those that pertain to construction; health and safety; labor; fair employment practices; environmental protection; equal opportunity; fair housing; any other housing and building codes, as applicable; and all other laws applicable and/or related to the HHAP-2 program and all eligible activities.

**B.** Sub-recipient shall also be responsible for obtaining any and all permits, licenses, and approvals

required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Sub-recipient shall provide copies of permits and approvals to Agency upon request.

**C.** This MOU is also subject to any additional restrictions or conditions that may be imposed on BCSH or the County by the Federal or State governments.

**D.** This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Sub-recipient waives any removal rights it might have under State or Federal law.

## **IX. NON-DISCRIMINATION IN SERVICES AND BENEFITS**

Sub-Recipient certifies, and shall require any subcontractor, to provide services pursuant to this MOU without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this MOU, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this MOU; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

## **X. INDEMNIFICATION**

**A.** Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement

**B.** With the exception that this section shall in no event be construed to require indemnification by either party to a greater extent than permitted by law, each party shall indemnify, defend and hold harmless the other, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of a party, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. A party's or subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this MOU for the full period of time allowed by law. The defense and indemnification obligations of this MOU are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this MOU. In providing any defense under this section, Sub-Recipient shall use counsel reasonably acceptable to the County Counsel.

**C.** Any subcontractor shall agree to be bound to the Sub-Recipient and the County in the same manner and to the same extent as Sub-Recipient is bound to the County under the MOU. Any

subcontractor shall further agree to include the same requirements and provisions of this MOU, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

## **XI. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

**A.** During the term of this MOU, Sub-Recipient shall at all times maintain, at its expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.

**1.** Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

**a. Commercial General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate.

**b. Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles.)

**c. Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the Sub-Recipient must provide this insurance. If not, then this requirement automatically does not apply.)

**d. Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

**2.** The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. **[Please note: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this MOU that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this MOU; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

**a.** The Additional Insured coverage under the Sub-Recipient's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

**b.** The limits of Insurance required in this MOU may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or MOU) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

**3.** Said policies shall remain in force through the life of this MOU and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Sub-Recipient changes insurance carriers Sub-Recipient shall purchase "tail" coverage covering the term of this MOU and not less than three years thereafter.

Proof of such “tail” coverage shall be required at any time that the Sub-Recipient changes to a new carrier prior to receipt of any payments due.

**4.** The Sub-Recipient shall declare all aggregate limits on the coverage before commencing performance of this MOU, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this MOU as set forth above are available throughout the performance of this MOU.

**5.** Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

**6.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).

**7.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

**8.** The policies shall cover all activities of Sub-Recipient, its officers, employees, agents and volunteers arising out of or in connection with this MOU.

**9.** For any claims relating to this MOU, the Sub-Recipient’s insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Sub-Recipient’s liability insurance policy.

**10.** The Sub-Recipient shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

**B.** Prior to commencing services pursuant to this MOU, Sub-Recipient shall furnish the County with original endorsements reflecting coverage required by this MOU. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County’s request, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

**C.** During the term of this MOU, Sub-Recipient shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this MOU. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County’s request, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**D.** Sub-Recipient agrees to include with all subcontractors in their subcontract the same requirements and provisions of this MOU including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by Sub-Recipient must agree to be bound to Sub-Recipient and the County of Yolo in the same manner and to the same extent as Sub-Recipient is bound to the County under this MOU. Subcontractors must further agree to include these same provisions with any sub-subcontractors. The Sub-Recipient shall require all subcontractors to provide a valid

certificate of insurance and the required endorsements included in the MOU prior to commencement of any work and Sub-Recipient will provide proof of compliance to the County.

**E.** Sub-Recipient shall maintain insurance as required by this MOU to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Sub-Recipient fails to obtain or maintain completed operations coverage as required by this MOU, the County at its sole discretion may purchase the coverage required and the cost will be paid by Sub-Recipient.

## **XII. WORKERS' COMPENSATION**

Sub-Recipient shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this MOU shall file the following statement with the County in a form substantially as set forth below.

### **WORKERS' COMPENSATION CERTIFICATE**

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this MOU.

The person executing this certificate on behalf of Sub-Recipient affirmatively represents that she/he has the requisite legal authority to do so on behalf of Sub-Recipient, both the person executing this MOU on behalf of Sub-Recipient understand that the County is relying on this representation in entering into this MOU.

## **XIII. NOTICE**

**A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Sub-Recipient at their respective addresses as follows:

To Sub-Recipient: Friends of the Mission  
Scott Thurmond, Executive Director  
P.O. Box 8485  
Woodland, CA 95776

To County: County of Yolo, Health and Human Services Agency  
Karen Larsen, Director  
137 N. Cottonwood St.  
Woodland, CA 95695

**B.** In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

To Sub-Recipient: [carol.r@thurmondconsultingllc.com](mailto:carol.r@thurmondconsultingllc.com)

To County:

Contracts Unit: [HHSAContracts@YoloCounty.org](mailto:HHSAContracts@YoloCounty.org)  
Contract Administrator: [anisa.vallejo@yolocounty.org](mailto:anisa.vallejo@yolocounty.org)

**C.** Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

**D.** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

#### **XIV. CONFLICT OF INTEREST**

**A.** Sub-Recipient shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

**B.** Sub-Recipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Sub-Recipient's obligations and responsibilities hereunder. Sub-Recipient further covenants that in the performance of this MOU, no person having any such interest shall be employed. This covenant shall remain in force until Sub-Recipient completes performance of the services required of it under this MOU.

**C.** Sub-Recipient agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict-of-interest law or regulation, Sub-Recipient will immediately inform the County and provide all information needed for resolution of the question.

#### **XV. COVENANT AGAINST CONTINGENT FEES**

Sub-Recipient warrants that it has not employed or retained any company or person, other than a bona fide employee working for Sub-Recipient, to solicit or secure this MOU, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this MOU. For breach or violation of this warranty, the County shall have the right to annul this MOU without liability, or in its discretion to deduct from the MOU price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **XVI. AUDITS**

**A.** Sub-Recipient shall be subject to examination and audit by the State or the County, or both, throughout the term of this MOU and thereafter for a period of five (5) years from the date that final payment is made pursuant to this MOU. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this MOU, the State contract, or State or Federal laws and regulations. Sub-Recipient agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this MOU, and agrees to provide County and/or State with any and all relevant information requested.

**B.** Any and all books, records, and facilities maintained by Sub-Recipient related to services provided under this MOU may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Sub-Recipient pursuant to this MOU are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (2 CFR part 200, subpart F) as described in Paragraph C below.

**C.** Should Sub-Recipient expend seven hundred fifty thousand dollars (\$750,000) or more in Federal funds during any fiscal year, Sub-Recipient shall furnish County a certified copy of an Audit Report from

an independent CPA firm covering the Sub-Recipient's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (2003 Revision) and provided in a form satisfactory to the Director.

Sub-Recipient shall provide this Audit Report no later than July 31 of each year. In the event that this MOU expires or is terminated on a date other than December 31, Sub-Recipient shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Sub-Recipient shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period and are made available to the State and/or County upon request.

**D.** Should an Audit Report or any State or County audit determine that Sub-Recipient has misspent funds and been overpaid based on the requirements of this MOU and applicable laws and regulations, County shall demand repayment from Sub-Recipient in the amount of such audit findings and withhold any payment otherwise due under this MOU until Sub-Recipient repays such amount. Sub-Recipient shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Sub-Recipient fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Sub-Recipient against any amounts that would otherwise be due from the County to Sub-Recipient pursuant to this MOU or any other MOU or source.

**E.** Any failure or refusal by Sub-Recipient to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this MOU &/or the State contract shall constitute an express and immediate breach of this MOU.

## **XVII. ASSIGNMENT AND SUBCONTRACTS**

**A.** No performance of this MOU or any portion thereof may be assigned or subcontracted without the express mutual consent of the Parties.

**B.** If the Parties agree to assign or subcontract any portion of this MOU, the Parties further agree to include with all subcontractors in their subcontract the same requirements and provisions of this MOU including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by the Parties must agree to be bound to the Parties in the same manner and to the same extent as the Parties are bound to each other under this MOU. Any subcontractors must further agree to include these same provisions with any sub-subcontractor. The Parties shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this MOU prior to commencement of any work proof of same must be provided to the Parties.

**C.** The Parties shall maintain insurance as required by this MOU to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event a party fails ("failing party") to obtain or maintain completed operations coverage as required by this MOU, the other Party at its sole discretion may purchase the coverage required and the cost will be paid by the failing party.

## **XVIII. STATUS OF PARTIES**

It is understood and agreed by all the Parties that each is an independent agency or contractor, and that no relationship of employer-employee exists between any of the Parties hereto. No party or its assigned personnel shall be entitled to any benefits payable to employees of any other party. It is further understood and agreed that no party or its assigned personnel shall have any right to act on behalf of any other party

in any capacity whatsoever to bind any other party to any obligation whatsoever.

**XIX. SUCCESSORS**

This MOU, its terms, conditions, and provisions herein contained shall, subject to the provisions as to assignments, inure to the benefit and bind successors of each of the Parties hereto.

**XX. AMENDMENT**

This MOU may be amended only by written instrument signed by the County and Sub-Recipient; provided, however, that the County may unilaterally amend this MOU, in whole or in part, as needed to align terms with any applicable federal or state laws, regulations, and/or contractual obligations set forth by BSCH for the HHAP-2, including any applicable federal or state laws and regulations or sub-regulatory guidance; or to reflect any changes to same.

**XXI. WAIVER**

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this MOU shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this MOU.

**XXII. AUTHORIZED REPRESENTATIVE**

The persons executing this MOU on behalf of each of the Parties affirmatively represent that he/she has the requisite legal authority to enter this MOU on behalf of the party and to bind the party to the terms and conditions of this MOU.

**XXIII. PUBLIC RECORDS ACT**

Upon its execution, this MOU (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

**XXIV. COVENANTS AND CONDITIONS**

Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Sub-Recipient to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

**XXV. THIRD PARTY RIGHTS**

Except where specifically stated otherwise in this document, the promises in this document benefit the County and Sub-Recipient only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this MOU, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

//

**XXVI. GOVERNING LAW**

This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this MOU shall be filed and resolved in a court of competent jurisdiction located in Woodland, California.

**XXVII. SEVERABILITY**

If any provision of this MOU is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect.

**XXVIII. FALSE CLAIMS ACT**

The Sub-recipient acknowledges that California Government Code, Title 2, Division 3, Part 2, Chapter 6, Article 9, False Claims Actions, sections 12650–12656] apply to the Sub-recipient's actions pertaining to this MOU.

**XXIX. DRUG-FREE WORKPLACE CERTIFICATION**

**A. Certification of Compliance:** By signing this MOU, Sub-recipient hereby certifies, under penalty of perjury under the laws of State of California, that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees and subcontractors that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355, subdivision (a)(1).
2. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees and subcontractors, about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. Sub-recipient's policy of maintaining a drug-free workplace.
  - c. Any available counseling, rehabilitation, and employee assistance program; and
  - d. Penalties that may be imposed upon employees and subcontractors, for drug abuse violations.
3. Ensure every employees and subcontractor that works under this MOU will:
  - a. receive a copy of Sub-recipient's drug-free policy statement, and
  - b. agree to abide by terms of Sub-recipient's condition of employment or subcontract.

**XXX. CHILD SUPPORT COMPLIANCE ACT**

**A.** For any agreement in excess of \$100,000 the Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:

1. The sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment order of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## **XXXI. SPECIAL TERMS AND CONDITIONS**

### **A. Sub-Recipient shall comply with the following.**

1. All proceeds from any interest-bearing account established by the County for the deposit of HHAP-2 funds, along with any interest-bearing accounts opened by Sub-Recipient to the County for the deposit of HHAP-2 funds, must be used for HHAP-2-eligible activities and reported on as required by the State.
2. Per Health and Safety Code Section 50220.5 (g), any housing-related activities funded with HHAP-2 funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-2 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
3. Shall utilize the local Homeless Management Information System (HMIS) to track HHAP-2-funded projects, services, and clients served. Sub-Recipient will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-2 funding.
4. Shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide HMIS shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency.
5. Shall include in their annual report and upon request from County an update on progress towards meeting goals provided within Section 4: HHAP-2 Goals of the HHAP-2 application. Sub-Recipient will report on these goals in a manner and format provided to County.
6. Agrees to accept technical assistance as directed by the County or HCFC or by a contracted technical assistance provider acting on behalf of the County or HCFC and report to the County or HCFC on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
7. Agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.

- 8. Shall establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

**XXXII. ENTIRE AGREEMENT**

**A.** The complete MOU shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Scope of Services
- Exhibit B – Budget
- Exhibit C – Performance Measures
- Attachment I – County HHAP Round 2 Agreement

The County and Sub-Recipient shall each comply with all terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this MOU (including Exhibits and attachments), the provision that requires the highest level of performance from Sub-Recipient for the County’s benefit shall prevail.

**B.** This MOU constitutes the entire agreement between the County and Sub-Recipient and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this MOU or the construction or meaning of any term hereof, this MOU shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this MOU.

[Signatures Follow]

//

//

//

//

//

//

//

Bos No:  
Infor PO No  
Infor Ref No.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first set forth above.

**SUB-RECIPIENT**

**COUNTY OF YOLO**

By D. Scott Thurmond  
Scott Thurmond, Executive Director  
Friends of the Mission

By \_\_\_\_\_  
Jim Provenza, Chair  
Board of Supervisors

Date: 11/12/21

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

Karen Larsen  
Karen Larsen, Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By Hope P. Welton  
Hope P. Welton, Senior Deputy

## EXHIBIT A – SCOPE OF SERVICES

### I. Service Location

Services rendered pursuant to this MOU shall be provided at the following location(s):

East Beamer Way  
1901 East Beamer Street  
Woodland, CA 95695

### II. Purpose

To contribute funding for the construction of a permanent supportive housing project located in Woodland, CA consisting of 61 manufactured units in 30 buildings, which will provide up to 72 permanent supportive housing affordable beds for the homeless at 30% AMI. The plan accommodates residents to socialize both inside and outside of their homes through common areas between pairs of units, with the community room, garden and plaza as active and passive gathering places. Sub-Recipient is a local non-profit affordable housing developer is the developer, owner and property manager.

### III. Target Population

1. Participants must be:
  - a. Literally Homeless.
  - b. Live in unsheltered homelessness at first contact.
2. Prioritization is given to unsheltered individuals living in places not meant for human habitation that have experienced the longest amount of time homeless and have multiple and severe service needs that impact their ability to access housing on their own.
3. Target subpopulations may include the following:
  - a. Chronically Homeless Individuals and Families.
  - b. Families.
  - c. Transition Age Youth (18-24 years).
  - d. Unaccompanied youth under 18 years of age; and
  - e. Veterans.

### IV. Requirements

**A.** A report from sub-recipient will be due annually to County. As per the HHAP-2 County standard agreement with HCD, annual report shall contain detailed information in accordance with Health and Safety Code section 50222, subdivision (a). This information includes but is not limited to the following:

1. The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
2. Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
3. Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.

**B.** Any housing-related activities funded with HHAP-2 funds, including but not limited to

## EXHIBIT A – SCOPE OF SERVICES

emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).

**C.** Sub-Recipient or its subcontractor agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-2 funded projects, services, and clients served. County will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-2 funding (e.g., by creating appropriate HHAP-2 specific funding sources and project codes in HMIS).

### **V. Services**

**A.** The East Beamer Way project will consist of 61 manufactured units in 30 buildings and will provide up to 72 permanent supportive housing affordable beds for the homeless at 30% AMI. There will be 30 duplex buildings that contain 50-one-bedroom and 11 two-bedroom dwellings. Manufactured units will be used. HHAP Round 2 funds will be used for capital development.

**B.** The plan accommodates residents to socialize both inside and outside of their homes through common areas between pairs of units, with the community room, garden and plaza as active and passive gathering places. The Sub-Recipient is a local non-profit affordable housing developer is the developer, owner and property manager.

**C.** Extensive on-site services. On-site services include: case management, peer support activities, mental health care, substance use services, linkage to physical health care, benefits counseling and advocacy, basic housing retention skills, services for co-occurring mental and physical disabilities, recreational and social activities, educational services, employment services and access to other services as part of a whole person care philosophy to include legal services, food, transportation and services for co-occurring issues. Twenty-nine units will be provided services by Yolo County under its whole person care program and all units will have services commensurate with resident needs.

**D.** Racial Equity: Addressing racial disproportionality is an on-going process and effort. Friends of the Mission Board and leadership include people of color and will work collaboratively with HPAC to tackle these issues to create more equitable housing and services. Additional data on disproportionate impacts will be collected and analyzed. Sub-Recipient will use the data analysis in its ongoing work to address these unequal impacts.

**EXHIBIT B – BUDGET**

<b>Friends of the Mission</b>		
<b>Homeless Housing Assistance and Prevention (HHAP) Round 2</b>		
	<b>Cost Items</b>	<b>Agreement Term</b> March 1, 2021 through December 31, 2023
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$0
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$0
2	Operating Costs	\$0
3	Direct to Clients	\$0
4	Capital/Purchasing Costs	\$101,301.20
5	<b>Total</b>	<b>\$101,301.20</b>

**EXHIBIT C – PERFORMANCE MEASURES**

<b>Homeless Housing Assistance and Prevention Round 2 (HHAP-2)</b>		Friends of the Mission	Scott Thurmond
<b>Program Purpose</b>	<p>The purpose of this HHAP project is to contribute to funding the construction of a permanent supportive housing project located in Woodland, CA consisting of 61 dwelling units in 36 manufactured buildings, which will provide up to 72 permanent supportive housing affordable beds for the homeless at 30% AMI. The plan accommodates residents to socialize both inside and outside of their homes through common areas between pairs of units, with a community room (phase II), garden and plaza as active and passive gathering places. Friends of the Mission, a local non-profit affordable housing developer is the developer, owner, and property manager.</p> <p>HHAP funds will assist in funding 2 of the above-mentioned housing units serving 1 individual per unit.</p>		
<b>Program Information</b>	<p>The HHAP project will assist in expanding permanent supportive housing opportunities for individuals living homeless in Woodland, California. HHAP funds will support 2 units for two individuals.</p>		
<b>PM1: How much did we do?</b>			
1.1*	<p># of homeless individuals served by program funds Goal: 2 formerly homeless individuals are housed at East Beamer Way rental housing.</p>		
<b>PM2: How well did we do it?</b>			
2.1*	<p>% of individuals who received housing assistance broken down by type of services provided (i.e. referrals, showers, meals, PPE, etc.) Goal: 2 formerly homeless individuals receive housing related case management services.</p>		
<b>PM3: Is anyone better off?</b>			
3.1*	<p># &amp; % of individuals who exited to housing broken down by type of housing including # &amp; % of individuals who exited to permanent housing Goal: N/A**</p>		
3.2*	<p># &amp; % of successful housing exits broken down by type of housing Goal: N/A**</p>		
3.3*	<p># &amp; % of unsuccessful housing exits broken down by type of housing Goal: N/A**</p>		
3.4	<p># &amp; % of individuals who remain housed after one year. Goal: 2 formerly homeless individuals remain housed after one year.</p>		

\*Required data points per HHAP-2 NOFA included in all HHAP-2 subcontracts. All data points may not necessarily pertain to your eligible activity.

\*\*The goal of the program at East Beamer Way is for clients to maintain their permanent supportive housing placements and not exit the program.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>21-HHAP-00100</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>010725</b>
--	--

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

County of Yolo

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

06/30/2026

3. The maximum amount of this Agreement is:

\$326,778.00 (Three Hundred Twenty Six Thousand Seven Hundred Seventy Eight Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	9
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	General Terms and Conditions	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Yolo

CONTRACTOR BUSINESS ADDRESS

137 North Cottonwood Street

CITY

Woodland

STATE

CA

ZIP

95695

PRINTED NAME OF PERSON SIGNING

Karen Larsen

TITLE

HHSA Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

07/28/2021

Approved as to Form:

Philip J. Pogledich, County Counsel

By:   
Hope P. Welton, Senior Deputy

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>21-HHAP-00100</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>010725</b>
--	--

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

  
Lourdes Castro Ramirez (Aug 24, 2021 11:51 PDT)

DATE SIGNED

Aug 24, 2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)  
Standard Agreement**

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1) Authority**

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 2 (“HHAP-2” or “Program”) pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2020, c. 15 (A.B. 83), § 7, eff. June 29, 2020.)

The Program is administered by the California Homeless Coordinating and Financing Council (“HCFC”) in the Business, Consumer Services and Housing Agency (“Agency”). HHAP-2 provides one-time flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties as defined in the November 13, 2020 HHAP-2 Notice of Funding Availability (“NOFA”) to build on the regional coordination created through previous HCFC grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement along with all its exhibits (“Agreement”) is entered into by the Agency and a Continuum of Care, a city, or a county (“Grantee”) under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee’s application, and the requirements of the authority cited above.

**2) Purpose**

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness. This funding shall:

- a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.
- b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. [Grantees of this](#)

*KL*

---

Initial Here

[funding are encouraged to reference the Guide to Strategic Uses of Key State and Federal Funds to Reduce Homelessness During the COVID-19 Pandemic.](#)

- c) Be deployed with the goal of reducing the number of homeless individuals in a given region through investing in long-term solutions, such as permanent housing, and that the state be an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP-2 funds to be allocated for eligible uses as stated in Health and Safety Code section 50220.5, subdivision (d)(1) – (8).

### 3) **Definitions**

**The following HHAP-2 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):**

- (a) “Agency” means the Business, Consumer Services, and Housing Agency.
- (b) “Applicant” means a Continuum of Care, city, or county.
- (c) “City” means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- (d) “Continuum of Care” means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) “Coordinated Entry System” means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- (f) “Council” means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (g) “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.

*KL*  
\_\_\_\_\_  
Initial Here

(h) “Homeless” has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(i) “Homeless Management Information System” means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) “Homeless point-in-time count” means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD’s certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction’s application for homeless funding.

(k) “Homeless youth” means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.

(l) “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(m) “Jurisdiction” means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

(n) “Navigation center” means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) “Program” means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

(1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

(2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

**Additional definitions for the purposes of the HHAP-2 program:**

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-2 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-2 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to expend the funds by the same statutory deadlines.

**4) Scope of Work**

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50220.5, subdivision (d)–(f), and any other applicable laws. The grantee shall expend funds on evidence-based solutions that address and prevent homelessness among eligible populations including any of the following:

- a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
- b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.

*RL*

\_\_\_\_\_  
Initial Here

- d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g) Prevention and shelter diversion to permanent housing, including rental subsidies.
- h) New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
  - (i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
  - (ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
  - (iii) Shelter vacancy rate in the summer and winter months.
  - (iv) Percentage of exits from emergency shelters to permanent housing solutions.
  - (v) A plan to connect residents to permanent housing.

5) **Agency Contract Coordinator**

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

RL  
Initial Here

	<b>PROGRAM</b>	<b>GRANTEE</b>
<b>ENTITY:</b>	Business Consumer Services and Housing Agency	County of Yolo
<b>SECTION/UNIT:</b>	Homeless Coordinating and Financing Council (HCFC)	
<b>ADDRESS:</b>	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	137 North Cottonwood Street Woodland, CA 95695
<b>CONTRACT MANAGER</b>	Victor Duron	Karen Larsen
<b>PHONE NUMBER:</b>	(916) 510-9442	(530) 666-8651
<b>EMAIL ADDRESS:</b>	Victor.Duron@bcsh.ca.gov	karen.larsen@yolocounty.org

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council’s general email box at [hhap@bcsh.ca.gov](mailto:hhap@bcsh.ca.gov). The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) **Effective Date, Term of Agreement, and Deadlines**

- a) This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- b) Contractual Obligation:
  - i) Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023**.
  - ii) Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.
  - iii) Counties that contractually obligate less than 100 percent of program allocations after May 31, 2023 will have their unallocated funds reverted to the CoC that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC’s that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority

*KL*  
 \_\_\_\_\_  
 Initial Here

Cities or Continuums of Care that, after May 31, 2023, have contractually obligated less than 50 percent of program allocations must submit and have approved by the Council an alternative disbursement plan as required under (Health & Safety Code, § 50220.5, subdivision (k)(2)).

c) Full Expenditure of HHAP-2 Grant Funds

- i) All HHAP-2 grant funds (**100 percent**) must be expended by **June 30, 2026**. Any funds not expended by that date shall revert to the General Fund (Health & Safety Code, § 50220.5, subdivision (o)).

7) **Special Conditions**

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

*RL*

\_\_\_\_\_  
Initial Here

**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)  
Standard Agreement**

**EXHIBIT B**

**BUDGET DETAIL and DISBURSEMENT PROVISIONS**

**1) Budget Detail & Changes**

The Grantee agrees that HHAP-2 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP-2 funds on eligible activities as detailed in the expenditure plan and funding plan submitted with the Grantee's approved application. The Grantee shall submit an updated funding plan with the annual report that revises and reports all actual and projected expenditures of HHAP-2 funds.

**a) Budget Changes**

- i) Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the expenditure plan approved with the Grantee's application.
- ii) Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP-2 Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP-2 funds according to an alternative expenditure plan. The HHAP-2 Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed within Exhibit C of this agreement.

**2) General Conditions Prior to Disbursement**

All Grantees must submit the following forms prior to HHAP-2 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement - Two original copies of the signed STD 213 form and initialed Exhibits A through D

RL  
Initial Here

- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

### **3) Disbursement of Funds**

HHAP-2 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP-2 funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

### **4) Expenditure of Funds**

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218.5 and 50220.5 mandate the following:

- a) Up to 5 percent of an applicant's HHAP-2 program allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
  - i) Strategic homelessness plan, as defined in Section 578.7(c) of Title 24 of the Code of Federal Regulations.
  - ii) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.
- b) The applicant shall not use more than 7 percent of a HHAP-2 program allocation for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this subdivision, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.
- c) A program recipient shall use at least 8 percent of the funds allocated under this section for services for homeless youth populations.
- d) Recipients of HHAP-2 funds shall comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- e) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-2 funds by May 31, 2023. If less than 50 percent is

*KL*

Initial Here

obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

- i) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to HCFC that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.
  - ii) HCFC approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
  - iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to the HCFC for a subsequent round of awards by HCFC.
- f) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-2 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify HCFC, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide HCFC with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

- g) HHAP-2 funds shall be expended by June 30, 2026
- h) In accordance with Health and Safety Code section 50220.5, subdivision (I), HCFC retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.
- i) Any funds not expended by June 30, 2026 shall revert to the General Fund.

## 5) Ineligible Costs

HHAP-2 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.5.

HCFC reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-2 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

HCFC, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-2 fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

Reimbursements are not permitted in HHAP-2 for any expenditures prior to the date of execution of this Agreement.

*RL*

\_\_\_\_\_  
Initial Here

**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)  
Standard Agreement**

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**1) Termination and Sufficiency of Funds**

**a) Termination of Agreement**

Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

**b) Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

**2) Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/SubGrantee) or with the prior written approval of HCFC and a formal amendment to this Agreement to affect such subcontract or novation.

**3) Grantee's Application for Funds**

Grantee has submitted to HCFC an application for HHAP-2 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by HCFC.

*KL*  
\_\_\_\_\_  
Initial Here

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect HCFC approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

#### **4) Reporting/Audits**

##### **a) Annual Reports**

By January 1, 2022, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to HCFC in a format provided by HCFC. Annual Reports will include a request for data on expenditures and people served with HHAP-2 funding in addition to details on specific projects selected for the use of HHAP-2 funding. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2027, the Grantee shall submit a final report, in a format provided by HCFC, as well as a detailed explanation of all uses of the Program funds.

##### **b) Expenditure Reports**

In addition to the annual reports, HCFC requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to HCFC on a form and method provided by HCFC that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information HCFC deems appropriate or necessary. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

##### **c) Reporting Requirements**

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50222, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by HCFC:

- (1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

- (2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:
- (a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
  - (b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
  - (c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.
- (3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.
- ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-2 funding including but not limited to obligated funds, expended funds, interest accrued, and other funds derived from HHAP-2 funding.
  - iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-2 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by HCFC.
  - iv) HCFC may require additional supplemental reporting with written notice to the Grantee.
  - v) Grantee may, at their discretion, fully expend their HHAP-2 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.
- d) **Auditing**
- Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-2 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:
- i) The audit shall be performed by an independent certified public accountant.

- ii) The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

## 5) Inspection and Retention of Records

### a) **Record Inspection**

HCFC or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCFC, or its designee, with any relevant information requested. The Grantee agrees to give HCFC or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-2 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.5, subdivision (I), if upon inspection of records HCFC identifies noncompliance with grant requirements HCFC retains the right to impose a corrective action plan on the Grantee.

### b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

## 6) Breach and Remedies

### a) **Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

*RL*

\_\_\_\_\_  
Initial Here

- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-2 funds provided under this Agreement for any ineligible activities.
- iii) Any failure to comply with the deadlines set forth in this Agreement.

**b) Remedies for Breach of Agreement**

In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

- i) Bar the Grantee from applying for future HHAP funds;
- ii) Revoke any other existing HHAP-2 award(s) to the Grantee;
- iii) Require the return of any unexpended HHAP-2 funds disbursed under this Agreement;
- iv) Require repayment of HHAP-2 funds disbursed and expended under this Agreement;
- v) Require the immediate return to Agency of all funds derived from the use of HHAP-2 funds
- vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-2 requirements.

c) All remedies available to Agency are cumulative and not exclusive.

d) Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

**7) Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

**8) Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age

KL  
Initial Here

(over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

### **9) Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same

*RL*  
\_\_\_\_\_  
Initial Here

general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

#### **10) Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
  - i) The dangers of drug abuse in the workplace;
  - ii) Grantee's policy of maintaining a drug-free workplace;
  - iii) Any available counseling, rehabilitation, and employee assistance program; and
  - iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
  - i) Will receive a copy of Grantee's drug-free policy statement, and

*RL*

Initial Here

- ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

### **11) Child Support Compliance Act**

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

### **12) Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-2 funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
  - i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  - ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
  - iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
  - iv) Agree to include all the terms of this Agreement in each subcontract.

### **13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

*KL*  
\_\_\_\_\_  
Initial Here

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-2 program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to HCFC upon request.

#### **14) Inspections**

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) HCFC reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

#### **15) Litigation**

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify HCFC immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

*RL*

---

Initial Here

**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)  
Standard Agreement**

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-2 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-2 funds, must be used for HHAP-2-eligible activities and reported on as required by Agency.
- 2) Per Health and Safety Code Section 50220.5 (g), any housing-related activities funded with HHAP-2 funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-2 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-2-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-2 funding (e.g., by creating appropriate HHAP-2-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational

*KL*

---

Initial Here

necessity, amend or modify required data elements, disclosure formats, or disclosure frequency.

- 5) Grantee shall include in their annual report and upon request from HCFC an update on progress towards meeting goals provided within Section 4: HHAP Round 2 Goals of the HHAP-2 application. Grantees will report on these goals in a manner and format provided to Grantee by HCFC.
- 6) Grantee agrees to accept technical assistance as directed by HCFC or by a contracted technical assistance provider acting on behalf of HCFC and report to HCFC on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 7) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19
- 8) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

*RL*

---

Initial Here

**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)**

**Standard Agreement**

**EXHIBIT E**

**STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

*KL*

---

Initial Here