

SUBAWARD INFORMATION

Subrecipient Legal Name:	TLCS, Inc. dba Hope Cooperative		
Subaward Project Title:	Bridge Program Rapid Rehousing Services		
Subaward Project Period:	Start: February 1, 2022	End:	October 31, 2022
CDSS PRK/Rehousing Funding:	\$139,229.95		
ESG-CV2	\$474,902.05		
Total Amount Funded	\$614,132		
At the County's option, this Agreement may be extended for one (1) additional extension period on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee ("Director")			
Federal Awarding Agency:	California Department of Housing and Community Development via the United States Department of Housing (HUD)	Federal Award Number:	N/A
CFDA Number:	14.231	CFDA Title:	Emergency Solutions Grant (ESG) Corona virus

- Attachments: Attachment 1-Subaward Terms and Conditions
 Attachment 2 – General Terms and Conditions
 Attachment 3A – County Contacts
 Attachment 3B – Subrecipient Contacts
 Attachment 4 – Reporting Requirements
 Attachment 5 – Statement of Work
 Attachment 6 – Payment Provision and Budget Information
 Attachment 7 – Insurance Requirements
 Attachment 8 – HIPAA Compliance (if needed)
 Attachment 9 – State Contract

The County of Yolo hereby awards a subaward, as described above, to Subrecipient. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of the County.


SUBRECIPIENT

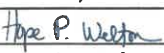
Signature of Authorized Official		Date Signed:	7/1/2022
Authorized Official Name:	Erin Johansen		
Authorized Official Title:	Chief Executive Officer		

COUNTY OF YOLO

Signature of Authorized Official:		Date Signed:	
Authorized Official Name:	Angel Barajas		
Authorized Official Title:	Chair, Board of Supervisors		

Deputy (Seal):	
Julie Dachtler	Senior Deputy Clerk, Board of Supervisors

Signature of Director:		Date Signed:	7/12/2022
Name:	Sullivan, Director Health and Human Services Agency		

Signature of County Counsel:		Date Signed:	6/28/2022
Name:	Hope P. Welton, Senior Deputy		
Approved as to Form:	Philip J. Pogledich, County Counsel		

ATTACHMENT 1 – SUBAWARD TERMS AND CONDITIONS

I. Background

On or about December 22, 2020 the County entered into State Agreement No. 20-ESGCV1-0035 (“State Contract”) with the Department of Housing and Community Development (“Department”), via the Department’s administration of the Federal CARES Act Emergency Solutions Grants (“ESG-CV”) Program, pursuant to the provisions of the 2020 Federally enacted Coronavirus Aid, Relief, and Economic Security Act, Title XII, Homeless Assistance Grants Section (“CARES Act”) and any waivers including the HUD Mega-Waiver dated April 1, 2020, and where not superseded by the CARES Act, pursuant to the provisions of 42 USC 11371; 42 USC 11378; 24 CFR Part 576; all as shall be amended from time to time. On or about June 9, 2021 Department of Housing and Community Development amended the State Contract to add ESG-CV Round 2 funding.

The State Contract is attached hereto as Attachment 8 and is incorporated herein by this reference. See Exhibit D of the State Contract for a list of ESG Program definitions.

II. Amendments and Other Changes

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, should be directed to the other party's Administrative Contact, as shown in Attachments 3A and 3B. Any such changes made to this Subaward require the written approval of each party's Authorized Official, as shown in Attachment 3. Except that the County may issue unilateral modifications as needed to:

- A. align terms with the contractual obligations set forth in the State Contract, including any subsequent contract revisions or modifications to same;
- B. align terms with any applicable laws and regulations or sub-regulatory guidance, including but not limited to Federal ESG regulations at 24 CFR Part 576, Subpart B - Program Components and Eligible Activities, the CARES Act, Title XII, Homeless Assistance Section and as subject to any waivers issued including the HUD Mega-Waiver issued April 1, 2020; or
- C. to issue non-substantive changes to the Project Period and budget. Unilateral modifications must align with State Contract requirements.

All unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient’s Authorized Official Contact, as shown in Attachment 3B.

III. Negligence

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

IV. Termination

Either party may terminate this Subaward with 30 days written notice to the appropriate party’s Authorized Official Contact, as shown in Attachments 3A and 3B. County shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 74 Appendix IX, as applicable.

Except that if the State Contract is terminated, County may terminate this Subaward with 10 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B.

V. Certification

By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward; the applicable terms of the State Contract; and the applicable terms of the Federal Award, including the appropriate Terms and Conditions of the Federal Awarding Agency, as referenced in Attachment 1. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements, including but not limited to:

VI. Certification Regarding Lobbying (2 CFR 200.450)

- A.** By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the County.
- C.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

VII. Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

VIII. Access and Audit of Facilities and Records

- A.** Subrecipient shall make available for inspection, examination by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours the facilities used to provide services under this Subaward. Unannounced visits, and visits other than during regular business hours, may be made if justified by the

circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

1. This right shall exist for a period of not less than A) three (3) years from the end of the Subaward; or B) three (3) years after the Department closes its HUD grant* whichever is later. The Department's HUD grant closing date is NOT three (3) years from the State Contract expiration. The Department's HUD grant closing date may extend beyond five (5) years from the expiration or termination of this Subaward or the State Contract.
- B.** Subrecipient shall make available for inspection, examination, and/or copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours the records related to the provision of services under this Subaward.
1. Records include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Subrecipient's provision of services under this Subaward, including but not limited to: working papers; reports; program participant or client records; financial records, including those that verify any expenditure; documents of account, and subcontracts.
 2. Subrecipient shall retain all records regarding this Subaward for a period of not less than A) three (3) years from the end of the Subaward; or B) three (3) years after the Department closes its HUD grant* whichever is later. The Department's HUD grant closing date is NOT three (3) years from the State Contract expiration. The Department's HUD grant closing date may extend beyond five (5) years from the expiration or termination of this Subaward or the State Contract.
 3. Subrecipient shall also make all records available to County or the Department for audit and discovery purposes.
- C.** Any failure or refusal by Subrecipient to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Subaward and/or the State Contracts shall constitute an express and immediate breach of this Subaward.
- D.** Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable.
- E.** Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.
- F.** This section shall survive the termination or completion of this Subaward for the full period of time allowed by law.

IX. Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

X. Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

XI. Flow Down to Subrecipients

The Subrecipient shall require that the language of the certifications above in this Attachment 1 and in Attachment 2 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

XII. Additional Terms and Conditions Incorporated by Reference

By signing this Subaward, Subrecipient agrees to the following:

- A. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>
- B. 2 Code of Federal Regulations 200 available at www.ecfr.gov.
- C. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at: <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>
- D. [The requirements of the State Contract attached hereto as Attachment 8.](#)

XIII. Insurance

Subrecipient, at their sole cost and expense, shall obtain and maintain throughout the entire term of this Subaward, the insurance set forth in Attachment 7 attached hereto.

Subrecipient shall not commence services until Subrecipient submitted all the insurance required and such insurance has been approved by the County. All insurance shall be sent to the County's Procurement Division at procurement@yolocounty.org for review and approval.

XIV. Procurement of Recovered Materials

Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including 40 CFR Part 247.

XV. Clean Air and Water Acts

- A. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §1857 et. Seq.

- B. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. Seq.
- C. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Environmental Protection Agency, 40 CFR, Part 15.

XVI. Assurance of Compliance with the Violence Against Women Reauthorization Act of 2013 (VAWA)

- A. Under the VAWA, as amended or reauthorized, Title VI-Safe Home for Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking, Sec 601-60, Subrecipient shall assure the following.
 - 1. Domestic Violence survivors are not denied assistance as an applicant or evicted or have assistance terminated as a tenant, because the applicant or tenet is or has been a victim of domestic violence, dating violence, sexual assault and stalking.
 - 2. Implement an “emergency transfer plan”, which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
 - 3. Provide “protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant or tenant otherwise qualified for admission, assistance, participation or occupancy.
 - 4. Implement a low-barrier certification process where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections need to keep themselves safe.

XVII. Affirmative Outreach

- A. Subrecipient shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.
- B. Subrecipient must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If Subrecipient intends to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, Subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.
- C. Subrecipient must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

- XVIII. Subrecipient shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite. Subrecipients shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

- XIX.** If ESG-CV funds are used for shelter operations or essential services related to street outreach or emergency shelter, the Subrecipient will provide services or shelter to homeless individuals and families for the period during which the ESG-CV assistance is provided, without regard to a particular site or structure, so long as the applicant serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.
- XX.** To the maximum extent practical, Subrecipient will involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, renovating, maintaining and operating facilities assisted under ESG-CV and in providing services for occupants of facilities assisted by ESG-CV.

ATTACHMENT 2 – GENERAL TERMS AND CONDITIONS

I. Indemnification

To the fullest extent allowed by law, Subrecipient shall defend, indemnify, and hold harmless the County, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the Subrecipient, its officers, agents, or employees. Subrecipient responsibility for such defense and indemnity obligations shall survive the termination or completion of this Subaward for the full period of time allowed by law. The defense and indemnification obligations of this Subaward are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Subaward.

II. Compliance with Applicable Laws and Regulations

Subrecipient shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Subrecipient shall defend County and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that Subrecipient has violated any applicable law or regulation. Such laws and regulations include but are not limited to:

- A. Federal, State and local housing and building codes, as applicable.
- B. Comply with the labor standards described in the State Contract, Exhibit D, Section 20, as applicable.
- C. the provisions of the California Labor Code, as applicable.
- D. the applicable Equal Opportunity Requirements, described in State Contract, Exhibit D, Section 14.
- E. Maintenance of State-required minimum worker's compensation insurance for those employees who will perform the Work or any part of it.
- F. Maintenance of unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing the Work or any part of it.

III. Availability of Funds

This Subaward is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Subrecipient pursuant to this Subaward. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Subaward, the County may terminate this Subaward by giving ten (10) days advance written notice thereof to the Subrecipient, in which even the County shall have no obligation to pay the Subrecipient any further funds or provide other consideration and the Subrecipient shall have no obligation to provide any further services under this Subaward.

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IV. Default

If Subrecipient fails to perform any part of this Subaward, the County may notify the Subrecipient’s Administrative Contact of the default and Subrecipient shall remedy the default within 30 days after notification. If Subrecipient fails to do so, then, in addition to any other remedy that County may have, County may terminate this Subaward and withhold any or all payments otherwise owed to Subrecipient pursuant to this Subaward.

V. Sanctions

The Department may impose sanctions, as well as any other remedies available to it under law, on Subrecipient for failure to abide by any State and Federal laws and regulations applicable to the ESG-CV Program. See Attachment 6 regarding disallowances.

VI. Licensure

Subrecipient certifies that they shall hold all applicable licenses and/or certifications required by Subrecipient’s profession and maintain them throughout this Subaward, and that Subrecipient’s performance shall meet the standards of licensure/certification.

VII. Independent Contractor

Subrecipient understands that he/she is not an employee of the COUNTY and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker’s compensation, vacation or sick leave.

VIII. Confidentiality

- A. Subrecipient shall comply with any and all applicable Federal, State and local laws and regulations regarding the confidentiality, privacy and security of client information
- B. Except that this Subaward, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act, Subrecipient will hold in confidence all information disclosed to or obtained by Subrecipient which relates to activities under this Subaward and/or to the County plans or activities.
- C. Subrecipient shall ensure confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted in the ESG-CV program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of the shelter.

IX. Entire Subaward

This Subaward constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Subaward may only be amended as specified in Attachment 1, Section 2, and any other purported amendment shall be of no force or effect.

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X. Execution

This Subaward 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 Subaward shall be filed and resolved in a California State court located in Woodland, California.

XI. Optional Term

A. Optional Term: The County may exercise its option to extend the term of the Agreement. Upon request of the County, Contractor shall provide a contract budget for each optional term in conformance with the requirements of this Agreement. The optional term contract budgets shall be sent to HHSAContracts@yolocounty.org for review and approval by the Director. In the event that the County elects to exercise an option, County shall notify subrecipient in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

Optional Term	Revised Agreement Expiration Date	Maximum Increased Funding Amount	Revised Agreement Lifetime Maximum
November 1, 2022 through June 30, 2023	On or before June 30, 2023	Less than or equal to \$440,174	Less than or equal to \$1,054,306

In no event shall the term of the Agreement extend beyond **June 30, 2023** nor shall the total contract maximum exceed the amount of **ONE MILLION FIFTY FOUR THOUSAND THREE HUNDRED SIX DOLLARS (\$1,054,306)**, unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

B. Administrative/Indirect Costs shall not exceed 10% of Personnel Costs calculated based on salaries, wages, benefits and taxes.

C. County shall pay Contractor using a combination of funding sources, as the County deems appropriate.

XII. Optional Term and Amendment Authority

A. Director’s Authority: The Director may exercise the optional term and execute related option notices in conformance with the conditions of Section XI of this Attachment

B. Procurement Manager’s Authority: The Yolo County Procurement Manager (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the Yolo County Procurement Policy.

C. Yolo County Board of Supervisors’ Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

ATTACHMENT 3A – COUNTY CONTACTS

Legal Name:	County of Yolo		
Legal Address:	625 Court Street, Room 102 Woodland, CA 95695		
Website:	www.yolocounty.org		
County Contacts			
Central Email:	HHSAContracts@yolocounty.org		
Grant Project Manager:	Anisa Vallejo	Telephone Number:	(530) 661-2629
Email:	Anisa.vallejo@yolocounty.org		
Administrative Contact:	Anisa Vallejo	Telephone Number:	(530) 661-2629
Email:	Anisa.vallejo@yolocounty.org		
COI Contact Email:	procurement@yolocounty.org		
Financial Contact:	Lucy Chavez	Telephone Number:	(530) 662-2797
Email:	Lucy.chavez@yolocounty.org		
Email Invoices:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Invoice Email (if different):	HHS-COVID19@yolocounty.org
Authorized Official:	Ryan Pistochni, Procurement Manager		Telephone Number: 530-666-8218
Email:	Ryan.pistochni@yolocounty.org		
Administrative Address:			
Name:	Anisa Vallejo, HHS Program Coordinator		
Address:	County of Yolo Health & Human Services Agency 25 North Cottonwood Street Woodland, CA 95695		
Grant Project Manager Address:			
Name:	Anisa Vallejo, HHS Program Coordinator		
Address:	County of Yolo Health & Human Services Agency 25 North Cottonwood Street Woodland, CA 95695		
Invoice Address-:			
Name:	Accounts Payable Unit		
Address:	Yolo County Health & Human Services Agency 137 North Cottonwood Street Woodland, CA 95695		

ATTACHMENT 3B – SUBRECIPIENT CONTACTS

Entity's DUNS Name: TLCS, Inc.	
EIN No.:	24-777955 942777955
Currently registered in SAM.gov: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS:	042761387
Parent DUNS:	<i>Subrecipient is performing subaward activities in:</i>
Place of Performance Address:	Congressional District: District 3 Zip Code+4: 95605-3601
Within the jurisdictional boundaries of the City of West Sacramento	
Subrecipient Contacts	
Central Email:	infor@hopecoop.org
Website:	
Grant Project Manager:	
Email:	rjohnston@hopecoop.org Telephone Number: (916)247-7384
Administrative Contact:	
Email:	msepulveda@hopecoop.org Telephone Number: (916)441-0123 X 1010
Financial Contact:	
Email:	aeguene@hopecoop.org Telephone Number: (916)441-0123 x 1003
Authorized Official:	
Email:	ejohansen@hopecoop.org Telephone Number: (916)441-0123 x 1015
Legal Address:	
Name:	TLCS, Inc. dba Hope Cooperative
Address:	650 Howe Ave. Bdg 400A Sacramento , CA 95825
Administrative Address:	
Name:	TLCS, Inc. dba Hope Cooperative
Address:	650 Howe Ave. Bdg 400A Sacramento, CA 95825
Payment Address:	
Name:	TLCS, Inc. dba Hope Cooperative
Address:	650 Howe Ave. Bdg 400A Sacramento, CA 95825

ATTACHMENT 4 - REPORTS

- I. Subrecipient agrees to submit the following reports:
- A. Information for County to make DOB reports (to be included with expenditure reports).
 - B. Information for County to maintain evidence of Modified Total Direct Cost per 2 CFR 200.68.
 - C. Subrecipient agrees to enter program and client data using the Homeless Management Information System (HMIS) and comply with all reporting requirements as outlined by the State.
 - D. Program performance data in the Results Based Accountability Framework as follows:

Rapid Rehousing Services		TLCS, Inc. dba Hope Cooperative	Erin Johansen
Program Purpose	To provide rapid rehousing services for up to 39 adults from February 2022 to July 2023, in order to allow participants to maintain non-shelter housing while waiting for housing vouchers and project-based housing.		
Program Information	Individuals will be placed in apartments and will pay up to 30% of their adjusted income in rent. The program will provide case management services focused on housing and follow-up services for program participants.		
PM1: How much did we do?			
1.1	Total number of individuals served. Goal: 39 individuals per night.		
1.2	Total number of households served. Goal: 20		
1.3	Number of bed capacity. Goal: 39 (scaling down from July 2022-July 2023)		
1.4	Number of beds provided. Goal: 39 (scaling down from July 2022-July 2023)		
1.5	Number of cribs provided. Goal: N/A		
PM2: How well did we do it?			
2.1	Number of individuals placed in the Bridge Program who are retained for housing. Goal: To retain 88% of individuals placed in the Bridge Program		
PM3: Is anyone better off?			
3.1	Incidence of COVID-19 among individuals placed. Goal: No infected individuals (0%).		
3.2	Number of individuals maintaining housing at the end of July 2022. Goal: 50% of people served.		
3.3	Number of individuals moved into permanent housing. Goal: 90%		

Submit the Performance Outcome Measures electronically via email to: Anisa.Vallejo@yolocounty.org. Outcome measures may shift based on the requirements of the funder.

Quarterly Performance Measure Report due to HHSA are as follows:

- April 20 – for Quarter 1 (January – March)
- July 20 – Quarter 2 (April – June)
- October 20 – for Quarter 3 (July – September)
- January 20 – for Quarter 4 (October – December)

Annual Report: Annual Performance Report required by HCD. HHSA will provide additional details and a reporting template for the relevant indicators as required by the funder.

ATTACHMENT 5 – STATEMENT OF WORK

Subrecipient shall perform the deliverables, services, and tasks as specified in the statement of work

Below; or Attached - 2 pages

I. DATES

Services Shall be provided from 2/1/22 – 10/31/22.

II. SERVICE LOCATION(S)

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

City of Davis

III. PURPOSE

To provide rapid rehousing services for up to 39 adults from February 2022 to October 2022, in order to allow participants to maintain non-shelter housing while waiting for housing vouchers and project-based housing.

IV. TARGET POPULATION

Individuals experiencing homelessness.

V. REQUIREMENTS

Services provided through ESG-CV funds must support emergency responses that are consistent with statutorily allowable activities focused on mitigating the impact of COVID-19. Agencies must demonstrate that their expenditures support the short- or long-term impacts of COVID -19 for low-income individuals and households within their communities and retain appropriate documentation to substantiate reported expense claims and outcomes. Agencies will comply with all federal and state ESG-CV reporting requirements and comply with all local reporting requirements, including quarterly performance measure reports utilizing the RBA model.

VI. SERVICES

A. Program Description

1. Numbers served: The Bridge Program will serve about 39 adults, in apartments in Davis. No more than two people will be in each apartment. Some apartments may house a shelter participant and a live-in caregiver. As vacancies occur, the program will condense residences to ensure continued agreement with apartment complex for remaining residents until long term housing can be located. No new admissions will occur.
2. Service delivery model: This will be a HUD Housing Voucher look-alike program - participants will pay 30% of their income for housing after allowable deductions which will help move these individuals toward self-sufficiency. A full-time licensed mental health specialist will be hired to meet the mental health and behavioral health needs of program participants as health needs can often be a barrier to acquiring and maintaining housing. The practitioner will work with other program staff to ensure that participants' case management plans are manageable and achievable. Staff will have weekly case management meetings to help program participants move towards their housing goals as well as identify and address issues that prevent participants from achieving their housing goals. Bridge Program staff will also develop a

landlord incentive program to encourage landlords to rent apartments to Bridge Program participants as well as other individuals with housing vouchers. This incentive program will include a staff member trained in tenant readiness education to assist participants in establishing housing, damage protection insurance, and follow-up support for housed program participants as needed. In short, the service deliver model will include the following:

- a. Regular check-ins for health and well-being. This may reduce once the individual stabilizes.
 - b. COVID testing provided by Healthy Davis and/or Molecular Matrix. In addition, staff will help participants receive the COVID-19 vaccine.
 - c. Partners and self-declared family units are welcome.
 - d. Service and emotional support animals are welcome.
 - e. Program participant peer counselor will provide additional support.
 - f. A landlord incentive program.
 - g. Training/education program to increase self-sufficiency.
3. HMIS- Staff is or will be trained to collect HMIS data and this will be used by staff to enroll participants, compile statistics, and measure outcomes.
 4. Participant eligibility: Priority will be given to those at highest risk for COVID-19, as defined by the CDC— those over the age of 60 or with underlying health conditions.

B. Compliance with Housing First Practices

1. The Bridge Program follows Housing First principles. Admission will not be denied on the basis of substance use, completion of treatment, agreement to participate in services beyond what is required by federal rapid rehousing requirements, the individual's poor financial history, lack of rental history, criminal convictions, or behaviors that may be interpreted by some as a lack of readiness to be housed. Support services are individualized, flexible, and based on the participants' needs.

C. Promising and Evidence-Based Practices

1. The Bridge program will use a HUD voucher program look-alike model for sheltering medically vulnerable individuals. The Bridge Program employs harm reduction practices to focus on reducing the negative consequences of drug use. Harm reduction recognizes that substance abuse is common among people experiencing homelessness but does not condemn them for drug use. Staff will help participants develop an individualized safety plan which may include treatment programs.
2. Trauma-informed care, along with motivational interviewing, will be used by Bridge Program staff when interacting with participants. The goal of trauma-informed care is to not re-traumatize individuals while in the process of providing support. This is accomplished by establishing rapport, encouraging participants to speak freely by reassuring that no one will judge them, asking open-ended questions, and summarizing what was said to let them know they have been heard. Motivational interviewing expresses empathy through reflective listening, avoids argument and confrontation, and empowers the individual.

ATTACHMENT 6 – PAYMENT PROVISIONS AND BUDGET INFORMATION

Below or Attached

- I. **Prevention of a Duplication of Benefit (DOB):** A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. County is responsible for ensuring that each Subaward provides assistance only to the extent that Subrecipient's funding need has not been met by another funding source. County will monitor for DOB in accordance with any current and anticipated guidance and provide requested DOB tracking data to the Department. Subrecipient is required to continue to report on DOB during the expenditure period for the Subaward as specified in Section III. on the monthly invoices required by Paragraph IV.B below.
- II. **Requirement to Obligate Funds-**Subrecipient must obligate all funds within one hundred and twenty (120) days from July 13, 2022 "Obligate" means that the Subrecipient has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. Subrecipient agrees to provide documentation satisfactory to the County and Department evidencing the obligation of ESG-CV funds within one hundred and twenty (120) days from the date the Department made the grant amount available to the County.
- III. **Requirement to Expend Funds –** All funds must be expended by September 30, 2022 The final invoice must be received by County by October 30, 2022
- IV. **Payment Provisions:**
 - A. Subrecipient shall submit invoices monthly for allowable costs incurred. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference County's Subaward number shall be returned to Subrecipient.
 - B. Invoices and the supporting documentation shall be submitted to the County in an electronic format at HNSA.AccountsPayable@yolocounty.org. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission. Hardcopy invoices and 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. Subrecipient shall submit such invoices for payment to the County no later than forty-five (45) days after completion of the month in which services have been rendered. Upon the receipt of proper invoices, the County agrees to process payments in accordance with this Subaward and 2 CFR 200.305.
 - D. Invoices and questions concerning invoice receipt or payments shall be directed to the County's Financial Contact, as shown in Attachment 3A.

- V. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to County's Financial Contact, as shown in Attachment 3A, NOT LATER THAN 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
- VI. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- VII. Ineligible Costs
 - A. ESG-CV funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 CFR 576.
 - B. The County and Department reserve the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with ESG-CV funds made available by this Subaward. If Subrecipient uses ESG-CV funds for the costs of ineligible activities, Subrecipient shall be required to reimburse these funds to the County, due immediately.
 - C. County will demand repayment from Subrecipient for compensation made to the Subrecipient, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason. An expenditure which is not authorized by this Subaward, or which cannot be adequately documented, shall be disallowed and must be immediately reimbursed to the County. The Department, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.
 - D. Any such disallowance related to this Subaward will be due and payable immediately to the County. County will recoup from Subrecipient by offsetting any payment otherwise due Subrecipient pursuant to this Subaward or any other agreement between Subrecipient and County.
 - E. Any such disallowance related to any other agreement between County and Subrecipient will be due and payable within forty-five (45) days of mailing a demand letter from County to Subrecipient. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Subrecipient the amount due, by offsetting any payment otherwise due Subrecipient pursuant to this this Subaward or any other agreement between Subrecipient and County.
 - F. In the event that the aggregated payment otherwise due Subrecipient pursuant to this this Subaward or any other agreement between Subrecipient and County is less than the amount due, and when all payments otherwise due Subrecipient have been exhausted, Subrecipient shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.
- VIII. None of the ESG-CV funds provided under the CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter.
- IX. ESG-CV funding amounts provided under the CARES Act may be used to provide temporary emergency shelters (through leasing of existing property temporary structures, or other means) to prevent, prepare for and respond to coronavirus, and that such temporary emergency

shelters shall not be subject to the minimum periods of use as required by section 416(c)(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11357(c)(1)). Federal habitability and environmental review standards and requirements shall not apply to the use of such ESG-CV funding amounts for those temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to coronavirus.

X. Budget

A. Subrecipient shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Subaward.

TCLS Inc. dba Hope Cooperative		
Bridge Program		
	Cost Items	Agreement Term February 1, 2022 through October 31,2022
1	Personnel	\$164,845
2	Indirect (10%) Admin	\$16,486
3	Operating Costs	\$25,521
4	Direct to Clients	\$407,280
	Total	\$614,132*

*Any unspent funding in a fiscal year may be rolled over to future fiscal year(s)

TCLS Inc. dba Hope Cooperative		
Bridge Program		
	Cost Items	Optional Term November 1, 2022 through June 30, 2023
1	Personnel	\$153,125
2	Indirect (10%) Admin	\$15,311
3	Operating Costs	\$16,474
4	Direct to Clients	\$255,264
	Total	\$440,174

B. Indirect Costs- Subrecipient may seek reimbursement for indirect costs. By entering into this Subaward, Subrecipients certifies Subrecipient does not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG-CV activity.

ATTACHMENT 7 – INSURANCE REQUIREMENTS

- A. During the term of this Subaward, Subrecipient 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 Subrecipient 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. It shall be a requirement under this Subaward 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 Subaward; 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 Subrecipient’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 Subaward 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 agreement) 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 Subaward 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 Subrecipient changes insurance carriers Subrecipient shall purchase “tail” coverage covering the term of this Subaward and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Subrecipient changes to a new carrier prior to receipt of any payments due.
 4. The Subrecipient shall declare all aggregate limits on the coverage before commencing performance of this Subaward, and the County’s Risk Manager reserves the right to require

higher aggregate limits to ensure that the coverage limits required for this Subaward as set forth above are available throughout the performance of this Subaward.

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 Subrecipient, its officers, employees, agents and volunteers arising out of or in connection with this Subaward.
 9. For any claims relating to this Subaward, the Subrecipient'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 Subrecipient's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Subaward, Subrecipient shall furnish the County with original endorsements reflecting coverage required by this Subaward. 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, Subrecipient 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 Subaward, Subrecipient 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 Subaward. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Subrecipient 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.** Subrecipient agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Subaward including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Subrecipient agree to be bound to Subrecipient and the County of Yolo in the same manner and to the same

extent as Subrecipient is bound to the County of Yolo under the Subaward Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Subrecipient shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Subrecipient will provide proof of compliance to the County of Yolo.

- E. Subrecipient shall maintain insurance as required by this contract 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 Subrecipient fails to obtain or maintain completed operations coverage as required by this Subaward, the County at its sole discretion may purchase the coverage required and the cost will be paid by Subrecipient.

ATTACHMENT 8 – HIPPA

- I. The County and Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”.) The requirements of the Privacy Laws include, but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR §164.304 or breach of unsecured PHI as defined by 45 CFR §164.402.
- II. Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR §§164.314(a), 164.502(e) and 164.504(e), the County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the parties mutually agree to execute same.
- III. Contractor shall report, as soon as reasonably practicable, within 24 hours for security incidents, as defined in 45 CFR §164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:
 1. Cha Yang, County’s Privacy Officer-Risk Manager/Safety Officer at cha.yang@yolocounty.org, and
 2. Lee Gerney, County’s Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.org, and
- IV. The provisions of this **ATTACHMENT 8** shall survive the termination, expiration, or cancellation of this Agreement.

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 PAGESAGREEMENT NUMBER
20-ESGCV1-00035AMENDMENT NUMBER
2

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

County of Yolo

2. The term of this Agreement is:

START DATE

December 22, 2020

THROUGH END DATE

November 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$7,874,165

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Add additional funding in the amount of \$2,273,250

EXHIBIT A, AUTHORITY, PURPOSE AND SCOPE OF WORK, SECTION 5. TERM OF AGREEMENT AND PERFORMANCE MILESTONES, is hereby amended, restated and with the following (see attached Exhibit A):

A. Agreement will expire on: November 30, 2022

B. All Program funds shall be expended by: September 30, 2022

Except as specifically amended herein, all other terms, conditions and covenants contained in the Agreement are unmodified and remain in full force and effect. All future references shall mean this Agreement as amended hereby.
All other terms and conditions shall remain the same.

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

Approved as to Form:


Philip J. Pogledich, County Counsel

CONTRACTOR

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

County of Yolo

By:


Hope P. Welton, Senior Deputy

CONTRACTOR BUSINESS ADDRESS

P.O. Box 1268

CITY

Woodland

STATE

CA

ZIP

95695

PRINTED NAME OF PERSON SIGNING

Angel Barajas

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

3/15/2022

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Michael White

TITLE

Contracts Manager, Business & Contract Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

3/16/2022

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the federal CARES Act Emergency Solutions Grants Program Allocation (hereinafter, "ESG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department" or "HCD") pursuant to the provisions of the 2020 Federally enacted Coronavirus Aid, Relief, and Economic Security Act, Title XII, Homeless Assistance Grants Section (hereinafter, "CARES Act") and any HUD Notices or waivers including the HUD Mega-Waiver dated April 1, 2020 and HUD CPD Notice-20-08 dated September 1, 2020 and, where not superseded by the CARES Act, pursuant to the provisions of 42 USC 11371 – 42 USC 11378, ("Federal Statutes"), 24 CFR Part 576, ("Federal Regulations") all as shall be amended from time to time.

HCD receives federal funds for ESG-CV from the United States Department of Housing and Urban Development (HUD). In accepting this conditional reservation of funds, Contractor (sometimes referred to herein as "Grantee," "Administrative Entity," "Applicant," or "Continuum of Care") agrees to comply with the terms and conditions of this Agreement, which relates to the ESG-CV Notice of Funding Availability (NOFA) dated June 1, 2020 (Round 1) and the ESG-CV NOFA dated October 2, 2020 (Round 2) under which the Contractor applied, the representations contained in the Contractor's Application for the ESG-CV funding allocations, and the requirements of the authorities cited above. Any and all changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department.

2. Scope of Work

A. Contractor shall perform the Scope of Work ("Work") required as described in this Agreement and in the Application, which is on file electronically with the Department and which is incorporated herein by reference. Contractor shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibit E of this Agreement. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with ESG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

Program Name: Emergency Solutions Grants Program (ESG) (under CARES Act – ESG-CV)
NOFA Dates: 6/1/2020, 10/02/2020
Approve Date: (02/04/2021)
Prep. Date: 4/15/2020, Amended 10/28/2020

EXHIBIT A

B. Contractor shall perform the Work, only in the areas as identified, and in accordance with the approved ESG-CV Application and as required by Federal ESG requirements at 24 CFR Section 576. Contractor's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the Department. Services shall be provided by the Contractor and the Contractor's funded subrecipients for at least the term of the ESG-CV grant. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit F. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

3. Duplication of Benefits

A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each ESG-CV activity provides assistance only to the extent that the recipient's project's funding need(s) has not been met by another funding source.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary.

Applicants will be required to complete DOB documentation with application. Recipients will be required to continue to report on DOB during the expenditure period for the ESG-CV funds. Applicants will be required to prepare DOB policies and procedures including a policy for funds recapture to be included in written standards.

4. Effective Date and Commencement of Work

This Agreement was effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date"). However, the Standard Agreement is being modified per this Standard Agreement Amendment (STD 213A) which is effective upon the date of the Department's representative's signature on page one of STD 213A. Per the CARES Act, contractors may request reimbursement for allowable costs incurred to prevent, prepare for, and respond to coronavirus including costs that are incurred, including costs incurred prior to award letter and prior to the date of the enactment of the CARES Act. In addition, no activity funds shall be incurred until any required environmental review process has been completed, if required under 24 CFR 50, except as exempted by the

EXHIBIT A

CARES Act as it relates to temporary emergency shelters. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit A, Paragraph 5.

- A. Contractor must obligate all funds within one hundred and twenty (120) days from the date of the award notification letter for each of the two rounds of funding. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the subcontractors are subject to obligate the funds within one hundred and twenty (120) days from the date of the award notification letter received by the general purpose local government.
- B. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG-CV funds within one hundred and twenty (120) days from the date the Department made each of the two rounds of grant funding available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a fourteen (14) day written notification.
- C. Contractor and its subcontractors agree that the Work shall be completed by the expenditure date specified in Exhibit A, Section 5 and that the Work will be provided for the full term of this Agreement.

5. Term of Agreement and Performance Milestones

- A. This Agreement will expire on: November 30, 2022
- B. All Program funds shall be expended by: September 30, 2022
- C. All Final Funds Requests shall be submitted to the Department within thirty (30) days after the expenditure deadline.
- D. Reimbursements will not be made after this Agreement expires.
- E. Expenditure Milestone Expectations
 - a. In accordance with HUD's expenditure deadlines included in the CPD-20-08 ESG-CV Notice, Grantee must meet the following expenditure deadlines for ESG-CV funding. Should the Grantee not meet the following expenditure requirements, the Department in its sole and absolute discretion reserves the right to recapture any unspent ESG-CV awarded funds up to the maximum amount listed below. The Department also reserves the right in its sole and absolute discretion to mandate a

Program Name: Emergency Solutions Grants Program (ESG) (under CARES Act – ESG-CV)
NOFA Dates: 6/1/2020, 10/02/2020
Approve Date: (02/04/2021)
Prep. Date: 4/15/2020, Amended 10/28/2020

EXHIBIT A

corrective action or remediation plan to ensure future timely expenditure of ESG-CV funds.

Percentage of ESG-CV Award	Expenditure Deadline	Maximum Recapture (as a percentage of total award)
20%	July 31, 2021	20%
40%	September 30, 2021	40%
60%	November 30, 2021	60%
80%	January 31, 2022	80%

6. Scope of Work Revisions and Amendments

A. Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department in writing prior to implementation. If approved, Contract Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:

- 1) Budget revisions which do not change the total award amount.

7. ESG Program Contract Management

A. Department Contract Manager: For purposes of this Agreement, the ESG Program Contract Manager for the Department is the Program Manager of the ESG Program in the Division of Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the ESG Program Representative at the following address:

Department of Housing and Community Development
Division of Financial Assistance, Federal Programs Branch
Emergency Solutions Grants Program Representative
2020 West El Camino Ave, Suite 200
Sacramento, California 95822
Email: ESG@hcd.ca.gov

B. Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including, but not limited, to:

- 1) Requests for Funds Forms;
- 2) Budget Revision Forms;

Program Name: Emergency Solutions Grants Program (ESG) (under CARES Act – ESG-CV)
NOFA Dates: 6/1/2020, 10/02/2020
Approve Date: (02/04/2021)
Prep. Date: 4/15/2020, Amended 10/28/2020

EXHIBIT A

- 3) Annual Reports;
- 4) Submittal of any and all requested supporting documentation;
- 5) Standard Agreement Revisions (non-material contract changes); and,
- 6) Standard Agreement Amendments (material contract changes).

C. Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) as identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

8. Capacity to Contract

Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

9. Authority to Execute

Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of said entity.