

BOS No.
Infor 11 Contract No.
Cobblestone No.

AGREEMENT
(BOS Agreement NO. ____ - ____)

THIS AGREEMENT (“Agreement”) is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California (“County”), and Yolo Wayfarer Center, dba Fourth and Hope, a non-profit corporation authorized to do business in the State of California (“Contractor”), jointly referred to as the “Parties” herein and who agree as stated below.

WHEREAS, County desires to obtain interim emergency shelter services and day services for homeless individuals; and

WHEREAS, on or about July 31, 2019, the passing of Assembly Bill 101 enacted the Homeless Housing, Assistance and Prevention Program that provides funding to cities, counties and local continuums of care to assist persons experiencing or at risk of homelessness throughout California; and

WHEREAS, on or about December 17, 2021 (revised May 26, 2022), the Homeless Coordinating and Financing Council (“HCFC”) announced the availability of Homeless Housing, Assistance and Prevention Program Round 3 grant funding (“HHAP Round 3”). HHAP Round 3 is a \$1 billion block grant program authorized by AB 140 (see also, California Health & Safety Code § 50218.6, et. seq.); and

WHEREAS, on or about October 11, 2021, County via the Health and Human Services Agency (“HHSA”) submitted an application for HHAP Round 3 disbursement funding; and

WHEREAS, on or about January 14, 2022, County received notice that it was awarded initial disbursement of HHAP Round 3 funding; and

WHEREAS, on or about May 3, 2022, County entered into Agreement No. 22-23 (State Agreement No. 22-HHAP-10067) with Business, Consumer Services and Housing Agency (“BCSH”) to accept the initial disbursement of HHAP Round 3 funding; and

WHEREAS, on or about November 29, 2022, County received a letter of award announcing that County has been awarded the remainder disbursement of HHAP Round 3 funding; and

WHEREAS, on or about March 16, 2023, County entered into Agreement No. 23-09 (State Agreement No. 22-HHAP-20067) with BCSH regarding the remaining disbursement of HHAP Round 3 funding; and

WHEREAS, State Agreement No. 22-HHAP-10067 and State Agreement No. 22-HHAP-20067 are hereinafter collectively referred to as “the State Contracts” which are attached hereto and incorporated herein as Attachment I and Attachment II, respectively; and

WHEREAS, the State Contracts require that all subcontracts, including this Agreement with Contractor, be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contracts, and that all County subcontractors (including but not limited to Contractor, who is referred to as Subgrantee or Subrecipient within the State Contracts) comply with all terms and conditions of the State Contracts; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

BOS No.
Infor 11 Contract No.
Cobblestone No.

WHEREAS, Contractor further represents and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County, a copy of which can be found at <http://www.yolocounty.org/general-government/about-us/mission-values-strategic-plan>; and

WHEREAS, Contractor understands that County is relying upon these representations in entering into this Agreement; and

NOW, THEREFORE, County and Contractor agree as follows:

I. TERM

- A.** The term of this Agreement shall be from **July 1, 2023 through February 28, 2026** unless sooner terminated as provided in this Agreement.
- B.** Either party may terminate this Agreement 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. This Agreement may also be terminated for cause or for insufficient funds as prescribed in Section XI. of Exhibit D of this Agreement.

II. SERVICES

- A.** Contractor shall furnish and perform the services set forth in the Scope of Services attached to this Agreement as Exhibit A, in conformance with this Agreement (including, but not limited to, all exhibits), and in a manner satisfactory to the Yolo County Health and Human Services Agency Director or her/his designee (“Director”).
- B.** Contractor shall comply with all applicable provisions of the State Contracts, as incorporated herein as if fully set forth in this place and all applicable State and Federal regulations including but not limited to California Health and Safety Code, Division 31, Part 1, Chapter 6. "Homeless Housing, Assistance, and Prevention Program" sections 50216 through 50222; and any regulatory or sub-regulatory guidance.⁹
- C.** Contractor shall also comply with the terms and conditions set forth in the County’s Accounting Handbook for CBOs and Contract Administration Manual for CBOs (copies of which have been provide to Contractor at <https://www.yolocounty.org/business/community-based-organization-cbo-resources>).

III. COMPENSATION AND PAYMENT TERMS

- A.** Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement and its terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.
- B.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **February 28, 2026** shall be no greater than **THREE HUNDRED THOUSAND DOLLARS (\$300,000)**, as follows:

BOS No.
Infor 11 Contract No.
Cobblestone No.

Term	Total
July 1, 2023 through February 28, 2026	\$300,000

- C. Indirect/Overhead/Administration costs cannot exceed 15% of personnel costs.
- D. County shall pay Contractor using a combination of funding sources, as County deems appropriate.

IV. AMENDMENT AUTHORITY

- A. 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 then current Yolo County Procurement Policy.
- B. 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.

V. ENTIRE AGREEMENT

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

- Exhibit A – Scope of Services
- Exhibit B – Terms of Payment
- Exhibit C – Terms and Conditions
- Exhibit D – Contract Budget
- Exhibit E – HIPAA Compliance
- Exhibit F – Performance Measures
- Attachment I – State Contract No. 22-HHAP-10067
- Attachment II- State Contract No. 22-HHAP-20067

- C. The County and Contractor shall each comply with the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including exhibits and attachments), the provision that requires the highest level of performance from Contractor for County’s benefit shall prevail.
- D. This Agreement constitutes the entire agreement between County and Contractor 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 Agreement or the construction or meaning of any term hereof, this Agreement 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 Agreement.

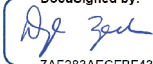
[Signatures Follow]

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BOS No.
Infor 11 Contract No.
Cobblestone No.

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

CONTRACTOR

DocuSigned by:

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Doug Zeck, Executive Director
Yolo Wayfarer Center, dba Fourth and Hope

Date: 9/29/2023

COUNTY OF YOLO

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:

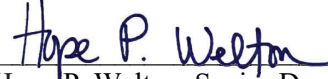
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Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

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

By: 

Hope P. Welton, Senior Deputy

EXHIBIT A – SCOPE OF SERVICES

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATION(S)

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

1901 East Beamer Street,
Woodland CA 95776

II. PURPOSE

To provide interim emergency shelter services (“Interim Sheltering services”) and day services (“Day Services”) within in an Emergency Shelter Services (ESS) program for homeless individuals, and to reduce the number of youth (18-24) and adults who return to homelessness after exiting to permanent housing

III. TARGET POPULATION

Chronically homeless individuals, unaccompanied minors (18-24), and veterans. See also section IV.D.8, below.

IV. SERVICES

- A.** Contractor shall provide Interim Sheltering Services and Day Services within the current 100 bed ESS program for adult individuals and unaccompanied youth (18-24).
1. Intake occurs each evening after dinner at 6:00 PM. Participants must leave the shelter in the morning at 8:00 AM with exceptions for approved medical respite.
 2. Day Services shall include meals, laundry, restrooms. Showers shall be available onsite for overnight guests and the community (as resources and public health precautions allow).
- B. Staffing** – Services shall be coordinated and provided by various levels of personnel. The ESS program shall be staffed by a Program Manager, Program Supervisor, case managers, and client care coordinators. Contractor is encouraged to hire individuals with lived experience. Additional oversight shall be provided by the organization’s Chief Operating Officer and Executive Director.
- C. Written Standards** – Contractor’s ESS program design shall be aligned with the local Continuum of Care, currently the Homeless and Poverty Action Coalition’s (CoC/HPAC) written standards, the Housing First Best Practices, and California Core Practices. Contractor shall maintain detailed program rules and policies, and procedures to ensure compliance with promising and evidence-based practices, as well as County and funding requirements.
- D. Housing First Approach** – Contractor shall provide the ESS program based on the Housing First approach, which includes:
1. Prioritized assessment and referral/placement to appropriate housing as quickly as possible.
 2. Providing supportive services as needed to help participants maintain housing stability and well-being.

EXHIBIT A – SCOPE OF SERVICES

3. Ensuring low-barrier, easily accessible assistance to all people, including but not limited to people with no income or income history, and people with active substance use or mental health issues.
 4. Preventing exits into homelessness whenever possible, even when program rules are violated. A progressive policy allows for measured consequences for behavioral issues and multiple opportunities to resolve issues through the case management process.
 5. Emergency Shelter Services program eligibility is established to provide standards for enrollment with as few barriers as possible, while maintaining a safe and supportive environment.
 6. Participants must be:
 - a. literally homeless
 - b. fleeing/attempting to flee domestic violence
 - c. dating violence
 - d. victim of human trafficking, sexual assault, stalking and any other dangerous or life-threatening conditions that relate to violence against homeless individuals and families.
 7. Prioritization shall be 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.
 8. Applicable CoC/HPAC's target subpopulations are:
 - a. Chronically Homeless individuals
 - b. Unaccompanied Youth (18-24 years to meet 11.8% service/fund requirement)
 - c. Veterans. Recognizing the disproportionate impact of homelessness on communities of color, the program will prioritize services for individuals from these communities.
- E. Evidence-Based Best Practices** – In addition to Housing First policies, the Contractor shall utilize best practices in Coordinated Entry, Progressive Engagement, and increasing participant income.
- F. Coordinated Entry** – Contractor shall provide ESS program and participate in a coordinated entry process in collaboration with HPAC. A “no wrong door” system shall be utilized. All local providers of homeless services are eligible to participate as a point of entry into the system, as long as they meet minimum standards, which includes assessment of individuals seeking services using the VI-SPDAT, referral to housing and services based on results of the assessment, placement of individuals/families into the program prioritized by assessment score with the highest score (most vulnerable) enrolled first as beds become available, and referral of suspected and/or self-disclosed victims of domestic violence, dating violence, human trafficking, sexual assault, and stalking to a victim service provider. The program will meet minimum standards by 1) utilizing the CoC/HPAC's HMIS and opting into the HPAC data sharing agreement, 2) being trained on use of the VI-SPDAT, and 3) agreeing to follow the HPAC Coordinated Entry Policies and Procedures.
- G. Progressive Engagement** – As good stewards of public funds, Contractor shall utilize Progressive Engagement efforts. Progressive Engagement includes:
1. Offering/making referrals for financial assistance and services based on the minimum amount of initial assistance necessary.

EXHIBIT A – SCOPE OF SERVICES

2. Offering/making referrals for additional assistance over time, as needed to quickly resolve the housing crisis (ending homelessness or avoiding a return to homelessness); and assistance provided/referrals made are based on individual assessment(s) of the household and the availability of other resources or support systems (e.g. family or friends) to resolve the housing crisis.
 3. If there are more individuals seeking shelter than available beds, those individuals currently enrolled at the shelter and working on a case plan are prioritized.
 4. Individuals seeking to enroll in the shelter are evaluated and prioritized for enrollment based on need (i.e. vulnerability index score), such as the number of barriers to housing, length of homelessness, and lack of other shelter/housing options.
 5. Individuals not enrolled due to a lack of beds are referred to other shelter/housing programs or provided with diversion services to identify other housing opportunities within their support network. Referrals and diversion services are provided to mitigate the number of individuals and families that return to the street and ensure that the most in need are served in the shelter program.
- H. Increasing Income for People Experiencing Homelessness** – Contractor shall create individualized case plans developed utilizing information from the VI-SPDAT, HMIS Program Enrollment/Assessment, and case notes. This will include:
1. Case management and individualized plan development as soon as possible and required within 7 days of entry.
 2. Regular meetings shall be scheduled with a case manager to review and update case plans, which includes income and housing goals.
 3. Case managers provide referrals to employment and job training programs and services, as well as assist directly with resume development, job search, and interview skills.
 4. Additionally, clients are supported in accessing mainstream benefits programs and are trained through HUD’s SOAR program to provide assistance with the SSDI process.
 5. Participants are expected to continue to make progress on their case plan to maintain their program enrollment.
- I. Minimum Service Standards** – Contractor shall:
1. Provide temporary accommodations that are safe, respectful, and responsive to individual needs.
 2. Re-house participants in permanent housing as soon as possible
 3. Not impose minimum or maximum lengths of stay (90-day target with re-assessment).
 4. Not require lease or occupancy agreements.
 5. Prevent involuntary separation of a family (a group of individuals that presents for assistance together and identifies themselves as a family) unless the health and well-being of the individual is at immediate risk.
 6. Ensure the ESS program follows requirements for an Emergency Transfer Plan per HPAC’s Written Standards.
- J. Linkage & Case Management** – Contractor shall provide linkages to permanent housing and case management that shall begin as soon as possible (required within 7 days of entry) and individualized plans to meet the client’s self-sufficiency and housing goals.

EXHIBIT A – SCOPE OF SERVICES

- 1.** Contractor shall provide expanded intake hours to meet the 24/7 need for access by partner organizations, including hospitals, local law enforcement, and crisis response units. Additionally, the shelter shall open during excessive heat, cold, and/or inclement weather. The leadership team provides training, supervision, and oversight to ensure compliance.

EXHIBIT B – TERMS OF PAYMENT

I. BUDGET

- A.** Contractor has submitted a contract budget attached hereto as Exhibit D. Contractor shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Agreement.
- B.** Amendments to the budget including but not limited to shifting the allocation of funds between categories of services, must be mutually agreed upon in writing. Contractor shall provide a revised budget to the Director for approval. Budget amendments must be approved pursuant to Section IV. of this Agreement.

III. METHOD OF PAYMENT

- A.** Contractor shall submit an invoice to County no later than thirty (30) days after completion of the month in which services have been rendered, using an invoice format approved by the County. The invoice must track separately services provided to youth versus adults, including the applicable HPAC target subpopulation designation.
- B.** Invoices shall be submitted with any required supporting documentation accompanying the invoice. If an invoice or the supporting documentation contains confidential client information, the submission must be encrypted for transmission.
- C.** Any invoice that is submitted and rejected due to lack of necessary information must be resubmitted within twenty (20) days of the date of the initial rejection.
- D.** All HHAP Round 3 funds must be expended by the County before June 30, 2026. The final invoice (“February 2026 Invoice”) to County must be received by no later than March 31, 2026 and shall include all expenditures for which warrants have been issued prior to February 1, 2026. County shall not be responsible for payments on invoices received after March 31, 2026. Pursuant to the State Contracts, the term “expended” is means all HHAP Round 3 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
- E.** Invoices for payment may be submitted to County in an electronic format to:
HHSA.AccountsPayable@yolocounty.org and copy to: Kerrie.Covert@yolocounty.org
- F.** County shall pay Contractor for actual expenditures in conformance with the contract budget(s) attached hereto as Exhibit D for services that have been provided in accordance with the provision of this Agreement.
- G.** In the event that Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.
- H.** Ineligible Costs and Disallowances
1. HHAP Round 3 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 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f), and Exhibit A of this Agreement.
 2. County and BCSH reserve the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement.
 3. HHAP Round 3 Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

EXHIBIT B – TERMS OF PAYMENT

4. County will demand repayment from Contractor for compensation made to Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.
 5. Any such disallowance related to the current term of this Agreement will be due and payable immediately to County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
 6. Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
 7. In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to County for any balance due based on a payment plan negotiated with and approved by the Director.
- I.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contracts, County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, 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.
- J.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.
- K.** Contractor shall hold harmless the State and clients in the event that County does not pay for services in accordance with this Agreement.

EXHIBIT C – TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

Contractor represents and warrants to County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. County is relying upon this representation in entering into this Agreement.

II. PERSONNEL; PERFORMANCE STANDARDS

A. Contractor shall furnish professional personnel in accordance with applicable Federal and State regulations, including County, and any authorized federal and state agencies. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

B. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this Agreement shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

C. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

D. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

III. RECORDS, RETENTION, REVIEW, ETC.

A. Records include, but are not limited to: financial and client records as described below and all other physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including but not limited to: working papers, reports, financial records and documents of account, patient records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

B. Financial Records

1. Contractor shall maintain financial records and other evidence, sufficient to support all direct and indirect costs of whatever nature that are claimed to have been incurred in the performance of this Agreement. These may include but are not limited to: complete client service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, books, accounting procedures and practices, and audit work papers.

2. Contractor shall preserve and make available his/her financial records for a period of five (5) years from the date of the termination of the most recent in time State Contract or if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, whichever is later.

C. Client Records

1. Contractor shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS

EXHIBIT C – TERMS AND CONDITIONS

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-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).

2. If applicable, Contractor shall maintain adequate client records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission/intake & discharge information, demographic information, documentation of types of housing assistance provided (including but not limited to lease agreement, cancelled checks, reason for assistance), health medical history, program level assessment, , client case management plan, records of patient interviews, and records of all services provided and backup documentation to validate client qualifies for program and meets HHAP requirements. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.

3. All client records shall be kept for whichever time period listed below is longer:

- a. five (5) years from the date of the expiration or termination of this Agreement;
- b. five (5) years from the expiration or termination of the most recent in time State Contract;
- c. until completion of the action and resolution of all issues which arise from it, if any litigation, claim, negotiation, audit, or other action involving the records has been started;
- d. or for such longer period, as is required by applicable Federal or State statute, if any.

D. In the event that Contractor ceases to provide the services required by this Agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of client records. Any electronic records shall be made available to County in an electronic format readable by County.

E. Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

F. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

IV. REPORTS

A. Contractor shall submit to County the following listed reports. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor'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 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. Program Reports

1. *Annual Program Report* Contractor shall track and report on the following annually:

EXHIBIT C – TERMS AND CONDITIONS

- a. Specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds;
- b. Number of individuals and families served, including demographic information;
- c. The types of housing assistance provided, broken out by the number of individuals;
- d. Outcome data for an individual served through program funds;
- e. The number of individual exits to permanent housing from unsheltered environments and interim housing resulting from this funding
- f. Partnerships among entities or lack thereof;
- g. Participant and regional outcomes;
- h. Racial equity, including 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.
- i. Any other metrics deemed appropriate by HCFC.
- j. Data on the applicant’s progress towards meeting their outcome goals, which shall be submitted annually on December 15 of each year through the duration of the program.
- k. If the applicant has not made significant progress toward their outcome goals, the applicant shall submit a description of barriers and possible solutions to those barriers.

Submit the *Annual Program Report* electronically via email to:

Kerrie.Covert@yolocounty.org by December 15th and submit the final report by March 15th 2026.

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

Contractor shall maintain data and submit reports of performance outcome measures in compliance with the Federal and State requirements, as specified in Exhibit F, Performance Measures.

D. 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 (15) day of the close of the related quarter.

End of Year Report: This includes contract expenditures for the period of January 1 through December 31 and year end information on actual expenditures and revenues. To be submitted by December 31st. Annual Reports will include data on expenditures and people served and data regarding the progress towards outcome goals

Submit the Contract Expenditures reports electronically via email to: HHSA.AccountsPayable@yolocounty.org copy to Kerrie.Covert@yolocounty.org.

D. Fiscal Reports

1. *If applicable, Equipment Report* (See Section VII. Ownership of Equipment, below)

Due date: July 31, following the completion of a fiscal year. Final report due March 31, 2026.

2. *Certified Audited Financial Reports* (see Section V. Audit, below)

Due date: July 31 of each year. In the event that this Agreement expires or is terminated on a date other than June 30th, Contractor shall provide County such an Audit Report

EXHIBIT C – TERMS AND CONDITIONS

covering the preceding period of July 1st through the date of expiration or termination within 45 days of the expiration or termination.

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

IV. AUDITS

A. Contractor shall allow County, BCSH, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by Contractor and its subcontractors pertaining to such services at any time.

B. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for five (5) years from the term end date of the most recent in time State Contract or in the event Contractor has been notified that an audit or investigation related the services provided under this Agreement, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (Records are defined in Section III(A) of this exhibit.)

1. If this Agreement is completely or partially terminated, all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for inspection, examination, and copying shall made available for a period of five (5) years from the date of any resulting final settlement.

2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for inspection, examination, and copying shall be made available until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

C. Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to County, State and/or the Federal government by this Agreement and/or the State Contracts shall constitute an express and immediate breach of this Agreement.

D. Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7.)

E. If applicable, Contractor shall comply with the Single Audit Act and the audit reporting requirements set forth in Title 2, Code of Federal Regulations Part 200. Should Contractor expend seven hundred fifty thousand dollars (\$750,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Uniform Grant Guidance or Super Circular (Title 2, Code of Federal Regulations Part 200, subpart F) 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.

EXHIBIT C – TERMS AND CONDITIONS

F. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings. See Exhibit B.

G. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

VI. PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives, including but not limited to the equity requirements in Exhibit A.

B. Contractor shall permit, at any reasonable time, County, State and/or Federal government personnel designated by the Director to enter Contractor's premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a program evaluation or any other review/audit by County, State and/or Federal government identify billed units of service or goods and/or services that are determined disallowable, Contractor shall repay County for any amount determined disallowable. Method of repayment is detailed in Exhibit B.

VII. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall implement practices and protocols that are inclusive and responsive to the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

E. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health).

EXHIBIT C – TERMS AND CONDITIONS

VIII. CONFIDENTIALITY

Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with:

- A. all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to California Welfare and Institutions Code sections 5328 et. seq., 10850, and 14100 et. seq., Title 42 of the United States Code section 1320d, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the HIPAA Omnibus Rule, Title 45 of the Code of Federal Regulations, Parts 160 and 164, and its implementing regulations, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code section 290dd-2 and Title 42 of the Code of Regulations, Part 2 (“Part 2 Regulations”);
- B. the privacy and security requirements of Exhibit E attached hereto; and
- C. any additional regulations pertaining to confidentiality that the Federal, State or County shall so specify that do not conflict with State or Federal regulations.

IX. OWNERSHIP OF DOCUMENTS, WORK PRODUCTS, AND EQUIPMENT

- A. All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of County, and Contractor agrees to deliver and assign the foregoing to County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to County without restriction or limitation on their use. No additional charge will be made for any of the foregoing.
- B.
 - 1. County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.
 - 2. Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.
 - 3. Annually, Contractor shall submit to County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

X. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting.

EXHIBIT C – TERMS AND CONDITIONS

Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

XI. TERMINATION

A. Should either party fail to substantially perform its obligations in accordance with this Agreement, 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 Agreement. 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 Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

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

C. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, County may terminate this Agreement by giving ten (10) days advance written notice thereof to Contractor.

D. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by County shall remain the sole and exclusive property of Contractor.

E. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by County without the express written permission of the Director.

XII. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws,

EXHIBIT C – TERMS AND CONDITIONS

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 program and all eligible activities. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon County by the Federal or State government.

B. Contractor 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. Contractor 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. Contractor shall provide copies of permits and approvals to County upon request.

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

D. This Agreement 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. Contractor waives any removal rights it might have under State or Federal law.

XIII. NON-DISCRIMINATION IN SERVICES AND BENEFITS

During the performance of this Agreement, Contractor 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 (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractor shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor 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). Contractor shall give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other agreement.

XIV. 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 Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless County and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' 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 Contractor, 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.

EXHIBIT C – TERMS AND CONDITIONS

Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

C. Any subcontractor must agree to be bound to County in the same manner and to the same extent as Contractor is bound to County under this Agreement. Any subcontractors must further agree to include the same requirements and provisions of the State Contracts and this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

XV. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:

a. **Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. **Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. **Workers' Compensation and Employers' Liability:** Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. **Professional Liability (Errors and Omissions)** (If applicable, see below)

2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:

a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage

c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement Contractor 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.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements

EXHIBIT C – TERMS AND CONDITIONS

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 Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. *Other Insurance Provisions*

a. Additional Insured Status – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to Contractor’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. Primary Coverage – Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.

d. Waiver of Subrogation – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement 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 noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.

6. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. 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

EXHIBIT C – TERMS AND CONDITIONS

any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. 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.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. 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, County Risk Manager before work commences. Upon County's request, Contractor 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 Agreement, Contractor shall furnish 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 Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor 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. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the Agreement 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 General Contractor and/or Contractor 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 General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

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

XVI. WORKERS' COMPENSATION

Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with County in a

EXHIBIT C – TERMS AND CONDITIONS

form substantially as set forth below.

WORKERS’ COMPENSATION CERTIFICATE

I am aware of the provisions of the California Labor Code, Section 3700 that requires 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 Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that County is relying on this representation in entering into this Agreement.

XVII. 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 Contractor at their respective addresses as follows:

Contractor:
Yolo Wayfarer Center dba Fourth and Hope
P.O. Box 1248
Woodland, CA 95695
Attn: Doug Zeck, Executive Director

County:
Yolo County Health and Human Services Agency
137 N. Cottonwood Street
Woodland, CA 95695
Nolan Sullivan, Director

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:

Contractor:
dzeck@fourthandhope.org

County:
Contracts Unit: HHSAContracts@YoloCounty.org
Contract Administrator: Kerrie.Covert@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.

XVIII. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of County. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement, Contractor shall be fully responsible to County for all work undertaken by subcontractors, and subcontractors shall comply with all of the requirements of the State Contracts and this Agreement, and subcontractors shall comply with all of the requirements of the State Contracts.

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EXHIBIT C – TERMS AND CONDITIONS**XIX. STATUS OF CONTRACTOR**

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of County. Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of County in any capacity whatsoever as an agent or to bind County to any obligation whatsoever.

XX. FEDERAL/STATE DEBARMENT/EXCLUSIONS

A. Contractor shall not permit any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State program.

B. Contractor shall verify that each of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

C. Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners' exclusion or debarment from any Federal or State program.

D. Contractor shall provide County information as requested by the Director regarding the status of Contractor's principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investors, other person with management or supervisory responsibilities related to a covered transaction; or its affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners regarding their participation, exclusion or debarment from any Federal or State program.

E. Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its principals or affiliates, including but not limited to: officers, directors, partners, agents, principal investigators, other person with management or supervisory responsibilities related to a covered transaction; or affiliates, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State program.

EXHIBIT C – TERMS AND CONDITIONS

F. DEBARMENT AND SUSPENSION CERTIFICATION

1. By signing this Agreement, Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
2. By signing this Agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) therein; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - f. Will include a clause entitled, “Debarment and Suspension Certification” that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

XXI. FALSE CLAIMS ACT

Contractor acknowledges that California Government Code, Title 2, Division 3, Part 2, Chapter 6, Article 9, False Claims Actions, (Cal. Govt Code, §§ 12650-12656) applies to Contractor’s actions pertaining to this Agreement.

XXII. 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 County choose to excuse any given failure of Contractor 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 Agreement. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

XXIII. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this Agreement, the promises in this Agreement benefit County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give

EXHIBIT C – TERMS AND CONDITIONS

any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, 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.

XXIV. AMENDMENT

This Agreement may be amended only by written instrument signed by County and Contractor; provided, however, that County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable laws, regulations, and contractual obligations set forth in the State Contracts, including any applicable regulations or sub-regulatory guidance; or to reflect any changes to same.

XXV. WAIVER

The waiver by County or any of its officers, agents, or employees, or the failure of 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 Agreement 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 Agreement.

XXVI. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that County is relying on this representation in entering into this Agreement.

XXVII. PUBLIC RECORDS ACT

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

XXVIII. DRUG-FREE WORKPLACE CERTIFICATION

A. Certification of Compliance: By signing this Agreement, Contractor 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. Contractor’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.

EXHIBIT C – TERMS AND CONDITIONS

- 3.** Ensure every employees and subcontractor that works under this Agreement will:
 - a.** receive a copy of Contractor's drug-free policy statement, and
 - b.** agree to abide by terms of Contractor's condition of employment or subcontract.

EXHIBIT D – CONTRACT BUDGET

Yolo Wayfarer Center dba Fourth and Hope		
Coordinated Entry, Progressive Engagement, Increasing Income for People Experiencing Homelessness		
	Cost Items	Term July 1, 2023 through February 28, 2026
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$184,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$27,273
2	Operating	\$62,727
3	Direct to Clients	\$26,000
4	Total	\$300,000*

*Contractor shall expend at least 11.8% of funds on services for homeless youth populations. The 11.8% can include outreach to youth to participate in program.

EXHIBIT E – HIPAA COMPLIANCE

I. 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 (“CFR”) 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 section 164.304 or breach of unsecured PHI as defined by 45 CFR section 164.402.

II. Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR sections 164.314(a), 164.502(e) and 164.504(e), 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 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 twenty-four (24) hours for security incidents, as defined in 45 CFR section 164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

A. Alberto Lara, Yolo County Human Resources Director, Interim Privacy Officer-Risk Manager/Safety Officer at alberto.lara@yolocounty.org, and

B. Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer- at lee.gerney@yolocounty.org, and

C. Charles Egbert, HHS Privacy Officer at charles.egbert@yolocounty.org.

IV. The provisions of this **Exhibit E** shall survive the termination, expiration, or cancellation of this Agreement.

EXHIBIT F – PERFORMANCE MEASURES

HHAP-3		Yolo Wayfarer Center dba Fourth and Hope	Doug Zeck, Executive Director
Program Purpose	To provide interim emergency shelter services and Day Services for homeless individuals, and to reduce the number of adults who return to homelessness after exiting to permanent housing.		
Program Information	East Beamer Way Shelter and Day Program will receive half of its funding from HPAC HHAP-3 and the other half from Yolo County's HHAP-3 dollars. The performance measures below represent the total effort regardless of the funding source.		
PM1: How much did we do?			
1.1	# of individuals who are unsheltered who are served Goal: 250		
1.2	# and % of individuals who are transitional aged youth from 18-24 Goal: 29/11.27%		
PM2: How well did we do it?			
2.1	Length of Stay: Average length of stay for leavers who are placed in permanent housing Goal: Less than (140) days		
2.2	Occupancy Rate: Average rate of beds filled for men and women Goal: 95%		
2.3	Caseload Ratio: Average ratio of the # of case managers to the # of adults served Goal: 1:25 caseload ratio		
PM3: Is anyone better off?			
3.1	Exiting to Permanent Housing: # and % of leavers who exited to permanent housing Goal: 40/20%		
3.2	Recidivism Rate: # and % of persons who return to homelessness after exiting permanent housing Goal: Less than 8/Less than 20%		

Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. On a quarterly basis, as outlined below, Contractor shall make these data and reports available to County, as specified in this Exhibit F.

Contractor shall submit quarterly Performance Outcome Measures electronically via email to:

Kerrie.Covert@yolocounty.org as follows:

Submit October 30th for the period of July 1st through September 30th

Submit January 31st for the period of October 1st through December 31st

Submit April 30th for the period of January 1st through March 30th

Submit July 31st for the period of April 1st through June 30th

Attachment I State Contract

**BOARD OF SUPERVISORS
Yolo County, California**

To: HHSA ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 23-02 Item No. 31, of the Board of Supervisors' meeting of January 10, 2023.

MOTION: Barajas. SECOND: Frerichs. AYES: Frerichs, Sandy, Provenza, Barajas, Villegas.

31.

Approve and authorize the Chair to sign Agreement No. 22-HHAP-20067 with the Business, Consumer Services and Housing Agency to receive Homeless Housing Assistance and Prevention Round 3 Remainder Disbursement Funding allocation in the amount of \$731,981.94 for the period starting with the date of execution of agreement through December 31, 2026; and adopt a budget resolution to add grant funds in the amount of \$731,981.94 to the Health and Human Services Agency budget for fiscal year 2022-23. (No general fund impact) (4/5 vote required) (Sullivan)

Took the following action on Consent:

- A. Approved and authorized the Chair to sign Agreement No. 22-HHAP-20067 (**Yolo County Agreement No. 23-09**) with the Business, Consumer Services and Housing Agency (BCSH) to receive Homeless Housing Assistance and Prevention (HHAP) Round 3 Remainder Disbursement Funding allocation in the amount of \$731,981.94 for the period starting with the date of execution of agreement through December 31, 2026;
- B. Approved **Budget Resolution No. 22-121.12** to add grant funds in the amount of \$731,981.94 to the HHSA budget for fiscal year 2022-23, and
- C. Approved the updated HHAP Authorized Signatories Form required to be on file by BCSH.



County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

**Consent-Health & Human Services 31.
Adult & Aging**

Board of Supervisors

Meeting Date: 01/10/2023
Brief Title: Agreement with Business, Consumer Services and Housing Agency for Remainder Disbursement of Round 3 HHAP Funds
From: Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact: Karleen Jakowski, Assistant Director, Health and Human Services Agency, x2978

Supervisorial District Impact: Countywide

Subject

Approve and authorize the Chair to sign Agreement No. 22-HHAP-20067 with the Business, Consumer Services and Housing Agency to receive Homeless Housing Assistance and Prevention Round 3 Remainder Disbursement Funding allocation in the amount of \$731,981.94 for the period starting with the date of execution of agreement through December 31, 2026; and adopt a budget resolution to add grant funds in the amount of \$731,981.94 to the Health and Human Services Agency budget for fiscal year 2022-23. (No general fund impact) (4/5 vote required) (Sullivan)

Recommended Action

- A. Approve and authorize the Chair to sign Agreement No. 22-HHAP-20067 with the Business, Consumer Services and Housing Agency (BCSH) to receive Homeless Housing Assistance and Prevention (HHAP) Round 3 Remainder Disbursement Funding allocation in the amount of \$731,981.94 for the period starting with the date of execution of agreement through December 31, 2026,
- B. Adopt a budget resolution to add grant funds in the amount of \$731,981.94 to the HHSA budget for fiscal year 2022-23, and
- C. Approve the updated HHAP Authorized Signatories Form required to be on file by BCSH.

Strategic Plan Goal(s)



Thriving Residents

Reason for Recommended Action/Background

On or about May 11, 2020, the County entered into Agreement No. 20-73 (State Agreement No. 20-HHAP-00050) with the Business, Consumer Services and Housing Agency (BCSH) to accept funding for the Homeless Housing, Assistance, and Prevention Program (HHAP) to assist the County in supporting individuals and families for the purpose of maintaining permanent housing or being placed in permanent housing.

On or about July 28, 2021, the County entered into Agreement No. 21-177 (State Agreement No. 21-HHAP-00100) with BCSH to accept a second round of funding for the HHAP so the County could continue with its effort to reduce and end homelessness.

On or about February 8, 2022, the County entered into Agreement No. 22-23 (State Agreement No. 22-HHAP-10067) with BCSH to accept the initial disbursement of a third round of funding for HHAP to further support the County's efforts to reduce and end homelessness.

On or about November 29, 2022, the County received a letter of award announcing that the County has been awarded the remainder of the third round of funding for HHAP.

Staff recommends approval of this agreement and the budget resolution so that the remaining HHAP Round 3 funding can be accepted and Yolo County's most vulnerable population can continue to be supported.

Staff also requests approval of the updated HHAP Authorized Signatories Form (attached as Att. C. HHAP Authorized Signatories Form) which is required to be on file by BCSH. This form indicates the individuals with signing authority for:

- Agreement No. 22-HHAP-20067, any future amendments related to Agreement No. 22-HHAP-20067,
- any future amendments related to the existing BCSH agreements for HHAP Round 1 and Round 2 funding.

The form requires updating based on County staff changes. The HHSA Director was previously delegated signing authority for all HHAP Round 1 and Round 2 funding agreements, but there has been a staff change to that position since the initial HHAP Authorized Signatories Form was signed. The updated form adds the name of the current HHSA Director and retains the authority delegation for those items.

The form also lists the current BOS Chair, the County's Chief Purchasing Agent, the County's Interim Procurement Manager as potential signatories to align with current processes and the County Procurement Policy regarding signing authority.

Performance Measures included in this Agreement are as follows:

This is a revenue agreement; therefore, this agreement does not contain County performance measures.

Collaborations (including Board advisory groups and external partner agencies)

County Counsel has approved this Agreement as to form.

Competitive Bid Process/Vendor Performance

Not required for revenue agreements.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	\$731,982
Amount budgeted for expenditure	\$0
Additional expenditure authority needed	\$731,982
One-time commitment	Yes

Source of Funds for this Expenditure

HHAP Round 3 block grant	\$731,982
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Further explanation as needed

No general funds are required by this action. The total amount of this action is a \$731,981.94 increase

in revenue from the date of the execution of the agreement through December 31, 2026. The amount of \$731,981.94 is being requested to be added to the HHS budget for fiscal year 2022-23. (See Att. B. Budget Resolution).

Attachments

Att. A. Agreement

Att. B. Budget Resolution

Att. C. HHAP Authorized Signatories Form

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	12/19/2022 05:11 PM
Financial Services	Tom Haynes	12/28/2022 02:01 PM
County Counsel	Hope Welton	12/28/2022 03:11 PM
Madison York	Madison York	12/28/2022 04:03 PM
Form Started By: Emily Covey		Started On: 12/06/2022 01:28 PM
Final Approval Date: 12/28/2022		

January 11, 2023

BY Julie Sachtler
DEPUTY CLERK OF THE BOARD

RESOLUTION NO. 22-121.12

(Resolution Increasing HHS Budget in the Amount of \$731,981.94 by use of HHAP-3 Remainder Disbursement Funds from BCSH)

WHEREAS, on or about May 11, 2020, the County entered into Agreement No. 20-HHAP-00050 with the Business, Consumer Services and Housing Agency (BCSH) to accept funding for the Homeless Housing, Assistance, and Prevention Program (HHAP) to assist with supporting individuals and families to maintain or be moved into permanent housing; and

WHEREAS, on or about July 28, 2021, the County entered into Agreement No. 21-HHAP-00100 with BCSH to accept a second round of funding for the HHAP so the County could continue with its effort to reduce and end homelessness; and

WHEREAS, on or about February 8, 2022, the County entered into Agreement No. 22-HHAP-10067 with BCSH to accept the initial disbursement of a third round of funding for HHAP to further support the County’s efforts to reduce and end homelessness; and

WHEREAS, on or about November 29, 2022, the County received a letter of award announcing that the County has been awarded the remainder of the third round of funding for HHAP; and

WHEREAS, Government Code Section 29130 provides for the appropriation of these funds by a four-fifths vote of the Board of Supervisors.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The County Administrator and Contingency budget for fiscal year 2022-23 is amended as follows:

Level Group 0120-5650

Current Appropriations	\$7,577,200
Increase: Services and Supplies	<u>\$ 731,982</u>
Total Amended Appropriations	\$8,309,182

Current Estimated Revenue and	
Use of Fund Balance	\$7,577,200
Increase: Other Governmental Agencies	<u>\$ 731,982</u>
Total Amended Estimated Revenue and	\$8,309,182
Use of Fund Balance	

3. The Chief Financial Officer is authorized and directed to take all necessary steps to implement the foregoing.

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PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of the California, this **10th** day of January 2023 by the following vote:

AYES: Frerichs, Sandy, Provenza, Barajas, Villegas.
NOES: None.
ABSENT: None.
ABSTENTION: None.



Oscar Villegas, Chair
Yolo County Board of Supervisors

Attest: Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

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

By 

Deputy (Seal)



By 

Hope P. Welton, Senior Deputy

FILED

January 18, 2023

BY Paul Htg
DEPUTY CLERK OF THE BOARD



**California
Interagency Council
on Homelessness**

Instructions: This form is intended to list all of the individuals who are authorized to sign Cal ICH grant documents on behalf of the administrative entity. The authorized representative who signs this form must be an individual who is authorized to legally bind the administrative entity to Cal ICH grant agreements. The authorized representative is authorized to sign all Cal ICH grant documents on behalf of the administrative entity and may authorize additional signatories to sign Cal ICH grant documents using the 'Authorized Signatories' section below.

Grantee information: Enter the names of the eligible jurisdiction (ie. Sacramento CoC) and administrative entity (ie. Sacramento Steps Forward) and select all of the Cal ICH grant programs to which this form applies.

Authorized Signatories: Enter the names and title/position of the individuals authorized by the authorized representative to sign Cal ICH grant documents. Each of the authorized signatories listed below must sign this form. Signatures may be wet or electronic.

Certification: By signing this form, the authorized representative certifies that they are authorized to legally bind the administrative entity to Cal ICH grant agreements, they are authorized to sign all Cal ICH grant documents, and the authorized signatories listed on this form are additionally authorized to sign Cal ICH grant documents. Signatures may be wet or electronic.

Changes to this form: This form must be updated by the administrative entity whenever the authorized representative or signatories change.

County of Yolo

Oscar Villegas, Chair

HHAP-1
 HHAP-2
 HHAP-3
 HHAP-4
 ERF
 FCG
 Other: _____

AUTHORIZED SIGNATORIES		
Name	Title/Position	Signature
Oscar Villegas	Chair, Board of Supervisors	
Ryan Pistochini	Chief Purchasing Agent	DocuSigned by:
Tonia Murphy	Interim Procurement Manager	DocuSigned by:
Nolan Sullivan	HHSA Director	DocuSigned by:

CERTIFICATION

I certify that I am legally authorized to sign grant documents and that I am additionally authorizing the above signatories to sign Cal ICH grant documents.

Oscar Villegas
Name of Authorized Representative

Signature of Authorized Representative

Chair, Board of Supervisors
Title

1/10/2023
Date

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
22-HHAP-20067PURCHASING AUTHORITY NUMBER (If Applicable)
010725

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

12/31/2026

3. The maximum amount of this Agreement is:

\$731,981.94 (Seven Hundred Thirty One Thousand Nine Hundred Eighty One Dollars and Ninety Four 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	Authority, Purpose and Scope of Work	8
Exhibit B	Budget Detail and Disbursement Provisions	2
Exhibit C	Homeless Coordinating and Financing Council General Terms and Conditions	10
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	State of California General Terms and Conditions	1
+ - Exhibit F	Standard Agreement to Apply	5

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.)

Yolo County Health and Human Services

CONTRACTOR BUSINESS ADDRESS

137 North Cottonwood St

CITY

Woodland

STATE

CA

ZIP

95695

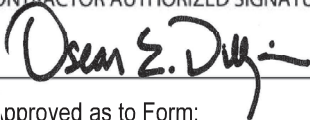
PRINTED NAME OF PERSON SIGNING

Oscar Villegas

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE



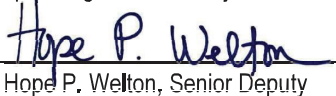
DATE SIGNED

1/10/2023

Approved as to Form:

Philip J. Pogledich, County Counsel

By



Hope P. Welton, Senior Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-HHAP-20067

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

500 Capitol Mall, Suite 1850

CITY

Sacramento

STATE

CA

ZIP

95814

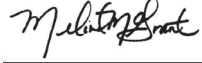
PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

Mar 16, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement
Remainder Disbursement Contract for Funds**

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 3 (“HHAP-3” or “Program”) pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness (“Cal ICH”) in the Business, Consumer Services and Housing Agency (“Agency”). HHAP-3 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Remainder Disbursement Contract for Funds along with all its exhibits (“Agreement”) is entered into by Cal ICH 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 this Agreement, and the requirements appearing in the statutory authority for the Program 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 Homeless Housing, Assistance, and Prevention Program (Chapter 6 (commencing with Section 50216)), the program established under this chapter, 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 funding are encouraged to reference [Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness](#) to assist in using funding strategically for their planning

efforts in the delivery of services to people experiencing homelessness in the community.

- c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.
- d) Include the State as 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 submitted by the Grantee for the remainder disbursement of HHAP-3 funds to be allocated to the Grantee pursuant to Health and Safety Code 50220.7(a)(4)(A).

3) Definitions

The following HHAP-3 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

- a) “Agency” means the Business, Consumer Services, and Housing Agency.
- b) “Applicant” means a Continuum of Care, city, or county or tribe.
- 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 California Interagency Council on Homelessness, formerly known as 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.
- 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 Cal ICH by the date by which HUD’s certification of the 2019 homeless point-in-time count is finalized. The Cal ICH 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.
- 3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.
- 4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

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 Cal ICH for the purposes of the program.

r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

Additional definitions for the purposes of the HHAP-3 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-3 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-3 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code (HSC) section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws.

By accepting these funds, the Grantee acknowledges that the remainder disbursement of funds is a portion of their total allocation under the HHAP-3 Program, to be used solely for the purposes outlined below.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

- 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.
- 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)** Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and 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.
 - vi)** Any new interim sheltering funded by HHAP-3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- i)** Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the funding use requirements described above, the Grantee's expenditure of its entire HHAP-3 allocation must also comply with the following:

- a) At least 10 percent of the funds shall be spent on services for homeless youth populations.
- b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

5) **Cal ICH Contract Coordinator**

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

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	Yolo County Health and Human Services
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	137 North Cottonwood St Woodland, CA 95695
CONTRACT COORDINATOR	Victor Duron	Anisa Vallejo
PHONE NUMBER:	(916) 510-9442	(530) 379-3756
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	anisa.vallejo@yolocounty.org

All requests to update the Grantee information listed within this Agreement shall be emailed to the HHAP Program's general email box at 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 Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- b) This Agreement shall terminate on December 31, 2026.
- c) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-3 funds by May 31, 2024. If less than 50 percent is obligated after May 31, 2024, 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, 2024, the Grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
 - ii) Cal ICH 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, 2024, the funds shall be returned to the Cal ICH to be allocated as bonus awards.
- d) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2024. 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-3 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, 2024 are required to notify Cal ICH, 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, 2024, the county shall provide Cal ICH with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.
- e) Grantees that do not meet the expenditure deadlines in HSC § 50220.7(k) shall not be eligible for bonus funding.
- f) HHAP-3 funds shall be expended by June 30, 2026.

- g)** In accordance with Health and Safety Code section 50220.5, subdivision (l), Cal ICH 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.
- h)** Any funds not expended by June 30, 2026 shall be available for round 4 of the program pursuant to HSC § 50218.7.
- i) Bonus Funds:** Health and Safety Code section 50220.7 mandates the following, regarding a recipient's eligibility for Bonus Funding:
- i)** Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.7(k)(1) shall not be eligible for bonus funding;
 - ii)** Recipients shall demonstrate no later than June 30, 2024, whether they have successfully met their outcome goals; and Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.
 - iii)** If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

7) Special Conditions

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

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement**

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-3 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 the remainder disbursement of HHAP-3 funds on eligible activities as detailed in Health and Safety Code Section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-3 funds being released:

- Request for Funds Form (“RFF”)
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

Remainder Disbursement

HHAP-3 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, 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. The remainder disbursement of HHAP-3 funds will be disbursed in one 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.

Bonus Funds Disbursement

If Bonus Funds are received pursuant the requirements laid out in Health and Safety Code section 50220.7 Bonus Funds will be disbursed to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement

and RFF by Cal ICH, 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. The Bonus Funds disbursement of HHAP-3 funds will be disbursed in one 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

The remainder disbursement of HHAP-3 funds must be spent in accordance with HSC sections 50218.6(e) and 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f), as described in Exhibit A, Section 4 "Scope of Work".

5) Ineligible Costs

- a) HHAP-3 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 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).
- b) Cal ICH 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-3 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.
- c) 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 Cal ICH by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-3 fund expenditures.

- d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.
- e) HHAP-3 remainder disbursement funds may only be used to cover expenditures incurred no earlier than July 1, 2022. Unless expressly approved by Cal ICH in writing, reimbursements prior to July 1, 2022 are not permitted.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) Termination and Sufficiency of Funds

a) Termination of Agreement

Cal ICH 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 Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's notice of termination.

b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH 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/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) Grantee's Application for Funds

Grantee has submitted to Cal ICH an application for HHAP-3 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH 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 Cal ICH.

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 Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH 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, 2023, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-3 funding, details on specific projects selected for the use of HHAP-3 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2026, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

b) Quarterly Expenditure Reports

In addition to the annual reports, Cal ICH 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 Cal ICH on a form and method provided by Cal ICH 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 Cal ICH deems appropriate or necessary. If the Grantee fails to provide such documentation, Cal ICH 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 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:

(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.

Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:

- (a)** Submit a description of barriers and possible solutions to meet those barriers
 - (b)** Accept technical assistance from Cal ICH
 - (c)** Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH
- ii)** Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-3 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-3 funding.
- iii)** Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-3 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.
- iv)** Cal ICH may require additional supplemental reporting with written notice to the Grantee.

- v) Grantee may, at their discretion, fully expend their HHAP-3 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

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-3 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 Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH 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 Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) Inspection and Retention of Records

a) Record Inspection

Cal ICH 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 Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH 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-3 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.7, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements. Cal ICH 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:

- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-3 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 Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

- i) Bar the Grantee from applying for future HHAP funds;
 - ii) Revoke any other existing HHAP-3 award(s) to the Grantee;
 - iii) Require the return of any unexpended HHAP-3 funds disbursed under this Agreement;
 - iv) Require repayment of HHAP-3 funds disbursed and expended under this Agreement;
 - v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-3 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-3 requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.**
- d) Cal ICH 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 Cal ICH 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 Cal ICH 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 (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 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 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
 - 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 Cal ICH 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-3

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

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-3 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 Cal ICH 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) Cal ICH 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 Cal ICH, 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 Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, 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 Cal ICH.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement 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-3 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-3 funds, must be used for HHAP-3-eligible activities and reported on as required by Cal ICH.
- 2) Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP-3 funds, including but not limited to emergency shelter (per HSC § 50220.7(e)(8)(F)), 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-3 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 rehousing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-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-3 funding (e.g., by creating appropriate HHAP-3-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 necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide

Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

- 5) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 6) 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 Cal ICH, 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.
- 7) 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.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement 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.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement**

EXHIBIT F

STANDARD AGREEMENT TO APPLY



Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3) Standard Agreement to Apply

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit this Standard Agreement to Apply no later than **5:00pm on October 15, 2021**. In this agreement, applicants must indicate whether they intend to apply for HHAP-3 funding jointly with an overlapping jurisdiction or apply as an individual entity. For any eligible applicant who does not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction¹.

Eligible applicants applying jointly with an overlapping jurisdiction will designate **one** of the jointly applying jurisdictions as the Administrative Entity which will enter into contract with the HCFC to administer the combined allocations of the joint applicants. Applicants may only apply jointly with a Continuum of Care (CoC), large city, or county that serves an overlapping region. The Administrative Entity is required to submit a binding resolution or agreement that designates a single Administrative Entity for the combined allocations and an explanation of how the jointly applying applicants will administer the funds allocated to them pursuant to this section. This binding resolution or agreement must be signed by the authorized representatives of all applicants and must be submitted with the signed HHAP-3 Initial Disbursement Contract for Funding, separate from the Standard Agreement to Apply.

By submitting this form, you agree to participate in the HHAP-3 application process as indicated below and comply with all requirements as set forth in Health and Safety Code 50220.7.

APPLICATION SUBMISSION INFORMATION

ALL APPLICANTS:

Eligible Applicant Jurisdiction

Large City: _____ County: Yolo County

Continuum of Care: _____ CoC Number: _____

Administrative Entity: Yolo County Health and Human Services

Contact Person: Anisa Vallejo

Title: HHSA Program Coordinator

Contact Phone Number: 530-379-3756

Contact Email Address: Anisa.Vallejo@yolocounty.ca.gov

Individual or Joint Application Designation:

Yolo County will submit **an individual** application for HHAP-3 funding

_____ will submit a **joint** application for HHAP-3 funding with the following overlapping jurisdiction(s):

¹ For the purposes of the HHAP program, overlapping jurisdictions are eligible applicants that are located within the same geographic area as the local CoC.

Jurisdiction Name	Applicant Type (County, CoC, or City)

JOINT APPLICANTS ONLY:**Fund Disbursement/Contract Execution**

The jointly applying jurisdictions designate the following jurisdiction as the **Administrative Entity** of the total combined allocations and acknowledge that the Administrative Entity will enter into legal agreement with HCFC and receive any disbursements for which the jointly applying jurisdictions may be deemed eligible.

Administrative Entity:

CoC Large City County

Name of Applicant: _____

Joint Applicants agree to the following:

1. Joint Applicants must designate a single Administrative Entity to receive the entire combined HHAP-3 allocations.
2. The Administrative Entity must be a CoC, large city (if applicable), or county that serves the same region.
3. The Administrative Entity receiving allocations on behalf of joint applicants shall use the funds in the jurisdiction(s) entitled to the funds or to provide regional housing or services that serve the population living in each of the jurisdiction(s) entitled to the funds.
4. The Administrative Entity is responsible for complying with all program expenditure requirements and deadlines for the total combined allocations it is administering.
5. The Administrative Entity must enter into a binding resolution or agreement with joint applicants to designate the Administrative Entity for the combined allocations which includes an explanation of how the jointly applying applicants will administer the funds allocated to them. This binding resolution or agreement must be signed by authorized representatives and will be included with the contract for funds.
6. The HHAP-3 joint application will clearly identify the intended use of all the funds from each jointly applying jurisdiction.
7. The HHAP-3 joint application will clearly describe in detail the collaboration between the jointly applying jurisdictions and an explanation of how the jointly applying jurisdictions will partner to meet their program goals.
8. The performance goals set in the HHAP-3 joint application will be used to determine the joint applicants' eligibility for future bonus funding.

HHAP-3 APPLICATION REQUIREMENTS**Application Requirements – ALL APPLICANTS:**

By initialing below, the eligible applicant(s) acknowledges their intent to participate in the HHAP-3 application process as follows:

KL _____ the eligible applicant(s) will receive an Initial disbursement equaling no more than 20% (or 25% for jointly applying applicants) of their total allocation if this Agreement to Participate is submitted by 5:00pm on October 15, 2021 per HSC 50220.7(a)(4)(A)(ii).

KL _____ Initial funds may be used to complete the local homeless action plan, as required by HSC 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

KL _____ As stated in HSC § 50220.7(a)(5), priority for initial funds, above the costs of completing the homelessness action plan, shall be for systems improvement, including, but not limited to, all of the following:

(A) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.

(B) Funding existing evidence-based programs serving people experiencing homelessness.

(C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.

(D) Improving homeless point-in-time counts.

(E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

KL _____ To receive the remaining balance of its round 3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

KL _____ The applicant shall engage with the council on its local plan and outcome goals before submitting a complete application, per HSC § 50220.7(b)(1).

KL _____ For city, county, and continuum of care applicants, local homelessness action plans pursuant to HSC § 50220.7(b)(3)(A) and outcome goals pursuant to HSC § 50220.7(b)(3)(C) shall be agendaized at a regular meeting of the governing body, including receiving public comment, before being submitted to the council, per HSC § 50220.7(b)(2).

KL _____ A complete application shall conform to the requirements laid out in HSC § 50220.7(b)(3).

FORM CONTINUES ON PAGE 4

HHAP-3 GRANTEE AWARD DISBURSEMENT INFORMATION**ALL APPLICANTS:**

Instructions: Please fill out the information below, which is needed to process your HHAP Round 3 (HHAP-3) initial award disbursement:

Administrative Entity/Contracting Agency Name

Yolo County Health and Human Services

Administrative Entity/Contracting Agency Business Address

137 North Cottonwood St

Contract Manager Name

Anisa Vallejo

Contract Manager Email Address

Anisa.Vallejo@yolocounty.org

Contract Manager Phone Number

530-379-3756

Award Check Mailing Address (Include "Attention to:" if applicable)

Atten: Karen Larson

137 N. Cottonwood St, Woodland, CA 95695

For grantees who have previously contracted with BCSH, in order to reduce the amount of paperwork needed to process your HHAP-3 award, HCFC is offering the opportunity to use the Tax ID Form (Government Taxpayer ID Form for governmental entities or STD 204 Form for non-governmental entities) and/or Authorized Signatory Form currently on file with HCFC for HHAP-3 award disbursements. You may revoke these authorizations by submitting an updated Tax ID Form or Authorized Signatory Form to hhap@bcsh.ca.gov.

Select one:

- The information on the Tax ID Form used for the HHAP-2 award disbursement is accurate, and I am authorizing HCFC to use the previously submitted form for the HHAP-3 initial award disbursement
- I have included a new Tax ID Form for the initial HHAP-3 award disbursement

Select one:

- The information on the most recent Authorized Signatory Form on file with HCFC is accurate, and I am authorizing HCFC to use the form on file for HHAP-3
- I have included a new authorized signatory form for HHAP-3

CERTIFICATION

I certify that the signature below is authorized to sign for all applicable documents for the HHAP-3 grant on behalf of the Eligible Applicant Jurisdiction listed above.

Karen Larsen Director

Name and Title of Authorized Representative


10/11/21

Signature of Authorized Representative**Date**

Attachment II- State Contract

**BOARD OF SUPERVISORS
Yolo County, California**

To: HHSA ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 23-02 Item No. 31, of the Board of Supervisors' meeting of January 10, 2023.

MOTION: Barajas. SECOND: Frerichs. AYES: Frerichs, Sandy, Provenza, Barajas, Villegas.

31.

Approve and authorize the Chair to sign Agreement No. 22-HHAP-20067 with the Business, Consumer Services and Housing Agency to receive Homeless Housing Assistance and Prevention Round 3 Remainder Disbursement Funding allocation in the amount of \$731,981.94 for the period starting with the date of execution of agreement through December 31, 2026; and adopt a budget resolution to add grant funds in the amount of \$731,981.94 to the Health and Human Services Agency budget for fiscal year 2022-23. (No general fund impact) (4/5 vote required) (Sullivan)

Took the following action on Consent:

- A. Approved and authorized the Chair to sign Agreement No. 22-HHAP-20067 (**Yolo County Agreement No. 23-09**) with the Business, Consumer Services and Housing Agency (BCSH) to receive Homeless Housing Assistance and Prevention (HHAP) Round 3 Remainder Disbursement Funding allocation in the amount of \$731,981.94 for the period starting with the date of execution of agreement through December 31, 2026;
- B. Approved **Budget Resolution No. 22-121.12** to add grant funds in the amount of \$731,981.94 to the HHSA budget for fiscal year 2022-23, and
- C. Approved the updated HHAP Authorized Signatories Form required to be on file by BCSH.



County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 31. Adult & Aging

Board of Supervisors

Meeting Date:

01/10/2023

Brief Title:

Agreement with Business, Consumer Services and Housing Agency for Remainder Disbursement of Round 3 HHAP Funds

From:

Nolan Sullivan, Director, Health and Human Services Agency

Staff Contact:

Karleen Jakowski, Assistant Director, Health and Human Services Agency, x2978

Supervisorial District Impact: Countywide

Subject

Approve and authorize the Chair to sign Agreement No. 22-HHAP-20067 with the Business, Consumer Services and Housing Agency to receive Homeless Housing Assistance and Prevention Round 3 Remainder Disbursement Funding allocation in the amount of \$731,981.94 for the period starting with the date of execution of agreement through December 31, 2026; and adopt a budget resolution to add grant funds in the amount of \$731,981.94 to the Health and Human Services Agency budget for fiscal year 2022-23. (No general fund impact) (4/5 vote required) (Sullivan)

Recommended Action

- A. Approve and authorize the Chair to sign Agreement No. 22-HHAP-20067 with the Business, Consumer Services and Housing Agency (BCSH) to receive Homeless Housing Assistance and Prevention (HHAP) Round 3 Remainder Disbursement Funding allocation in the amount of \$731,981.94 for the period starting with the date of execution of agreement through December 31, 2026,
- B. Adopt a budget resolution to add grant funds in the amount of \$731,981.94 to the HHSA budget for fiscal year 2022-23, and
- C. Approve the updated HHAP Authorized Signatories Form required to be on file by BCSH.

Strategic Plan Goal(s)



Thriving Residents

Reason for Recommended Action/Background

On or about May 11, 2020, the County entered into Agreement No. 20-73 (State Agreement No. 20-HHAP-00050) with the Business, Consumer Services and Housing Agency (BCSH) to accept funding for the Homeless Housing, Assistance, and Prevention Program (HHAP) to assist the County in supporting individuals and families for the purpose of maintaining permanent housing or being placed in permanent housing.

On or about July 28, 2021, the County entered into Agreement No. 21-177 (State Agreement No. 21-HHAP-00100) with BCSH to accept a second round of funding for the HHAP so the County could continue with its effort to reduce and end homelessness.

On or about February 8, 2022, the County entered into Agreement No. 22-23 (State Agreement No. 22-HHAP-10067) with BCSH to accept the initial disbursement of a third round of funding for HHAP to further support the County's efforts to reduce and end homelessness.

On or about November 29, 2022, the County received a letter of award announcing that the County has been awarded the remainder of the third round of funding for HHAP.

Staff recommends approval of this agreement and the budget resolution so that the remaining HHAP Round 3 funding can be accepted and Yolo County's most vulnerable population can continue to be supported.

Staff also requests approval of the updated HHAP Authorized Signatories Form (attached as Att. C. HHAP Authorized Signatories Form) which is required to be on file by BCSH. This form indicates the individuals with signing authority for:

- Agreement No. 22-HHAP-20067, any future amendments related to Agreement No. 22-HHAP-20067,
- any future amendments related to the existing BCSH agreements for HHAP Round 1 and Round 2 funding.

The form requires updating based on County staff changes. The HHSA Director was previously delegated signing authority for all HHAP Round 1 and Round 2 funding agreements, but there has been a staff change to that position since the initial HHAP Authorized Signatories Form was signed. The updated form adds the name of the current HHSA Director and retains the authority delegation for those items.

The form also lists the current BOS Chair, the County's Chief Purchasing Agent, the County's Interim Procurement Manager as potential signatories to align with current processes and the County Procurement Policy regarding signing authority.

Performance Measures included in this Agreement are as follows:

This is a revenue agreement; therefore, this agreement does not contain County performance measures.

Collaborations (including Board advisory groups and external partner agencies)

County Counsel has approved this Agreement as to form.

Competitive Bid Process/Vendor Performance

Not required for revenue agreements.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	\$731,982
Amount budgeted for expenditure	\$0
Additional expenditure authority needed	\$731,982
One-time commitment	Yes

Source of Funds for this Expenditure

HHAP Round 3 block grant	\$731,982
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Further explanation as needed

No general funds are required by this action. The total amount of this action is a \$731,981.94 increase

in revenue from the date of the execution of the agreement through December 31, 2026. The amount of \$731,981.94 is being requested to be added to the HHS budget for fiscal year 2022-23. (See Att. B. Budget Resolution).

Attachments

Att. A. Agreement

Att. B. Budget Resolution

Att. C. HHAP Authorized Signatories Form

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	12/19/2022 05:11 PM
Financial Services	Tom Haynes	12/28/2022 02:01 PM
County Counsel	Hope Welton	12/28/2022 03:11 PM
Madison York	Madison York	12/28/2022 04:03 PM
Form Started By: Emily Covey		Started On: 12/06/2022 01:28 PM
Final Approval Date: 12/28/2022		

January 11, 2023

BY Julie Sachtler
DEPUTY CLERK OF THE BOARD

RESOLUTION NO. 22-121.12

(Resolution Increasing HHS Budget in the Amount of \$731,981.94 by use of HHAP-3 Remainder Disbursement Funds from BCSH)

WHEREAS, on or about May 11, 2020, the County entered into Agreement No. 20-HHAP-00050 with the Business, Consumer Services and Housing Agency (BCSH) to accept funding for the Homeless Housing, Assistance, and Prevention Program (HHAP) to assist with supporting individuals and families to maintain or be moved into permanent housing; and

WHEREAS, on or about July 28, 2021, the County entered into Agreement No. 21-HHAP-00100 with BCSH to accept a second round of funding for the HHAP so the County could continue with its effort to reduce and end homelessness; and

WHEREAS, on or about February 8, 2022, the County entered into Agreement No. 22-HHAP-10067 with BCSH to accept the initial disbursement of a third round of funding for HHAP to further support the County’s efforts to reduce and end homelessness; and

WHEREAS, on or about November 29, 2022, the County received a letter of award announcing that the County has been awarded the remainder of the third round of funding for HHAP; and

WHEREAS, Government Code Section 29130 provides for the appropriation of these funds by a four-fifths vote of the Board of Supervisors.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of the County of Yolo, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The County Administrator and Contingency budget for fiscal year 2022-23 is amended as follows:

Level Group 0120-5650

Current Appropriations	\$7,577,200
Increase: Services and Supplies	<u>\$ 731,982</u>
Total Amended Appropriations	\$8,309,182

Current Estimated Revenue and	
Use of Fund Balance	\$7,577,200
Increase: Other Governmental Agencies	<u>\$ 731,982</u>
Total Amended Estimated Revenue and	\$8,309,182
Use of Fund Balance	

3. The Chief Financial Officer is authorized and directed to take all necessary steps to implement the foregoing.

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PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of the California, this **10th** day of January 2023 by the following vote:

AYES: Frerichs, Sandy, Provenza, Barajas, Villegas.
NOES: None.
ABSENT: None.
ABSTENTION: None.



Oscar Villegas, Chair
Yolo County Board of Supervisors

Attest: Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

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

By 

Deputy (Seal)



By 

Hope P. Welton, Senior Deputy

FILED

January 18, 2023

BY Paul Higg
DEPUTY CLERK OF THE BOARD



**California
Interagency Council
on Homelessness**

Instructions: This form is intended to list all of the individuals who are authorized to sign Cal ICH grant documents on behalf of the administrative entity. The authorized representative who signs this form must be an individual who is authorized to legally bind the administrative entity to Cal ICH grant agreements. The authorized representative is authorized to sign all Cal ICH grant documents on behalf of the administrative entity and may authorize additional signatories to sign Cal ICH grant documents using the 'Authorized Signatories' section below.

Grantee information: Enter the names of the eligible jurisdiction (ie. Sacramento CoC) and administrative entity (ie. Sacramento Steps Forward) and select all of the Cal ICH grant programs to which this form applies.

Authorized Signatories: Enter the names and title/position of the individuals authorized by the authorized representative to sign Cal ICH grant documents. Each of the authorized signatories listed below must sign this form. Signatures may be wet or electronic.

Certification: By signing this form, the authorized representative certifies that they are authorized to legally bind the administrative entity to Cal ICH grant agreements, they are authorized to sign all Cal ICH grant documents, and the authorized signatories listed on this form are additionally authorized to sign Cal ICH grant documents. Signatures may be wet or electronic.

Changes to this form: This form must be updated by the administrative entity whenever the authorized representative or signatories change.

County of Yolo

Oscar Villegas, Chair

HHAP-1
 HHAP-2
 HHAP-3
 HHAP-4
 ERF
 FCG
 Other: _____

AUTHORIZED SIGNATORIES		
Name	Title/Position	Signature
Oscar Villegas	Chair, Board of Supervisors	
Ryan Pistochini	Chief Purchasing Agent	DocuSigned by:
Tonia Murphy	Interim Procurement Manager	DocuSigned by: 02079E3CA5B846F...
Nolan Sullivan	HHSA Director	9146D06FCD19412

CERTIFICATION

I certify that I am legally authorized to sign grant documents and that I am additionally authorizing the above signatories to sign Cal ICH grant documents.

Oscar Villegas
Name of Authorized Representative

Signature of Authorized Representative

Chair, Board of Supervisors
Title

1/10/2023
Date

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
22-HHAP-20067PURCHASING AUTHORITY NUMBER (If Applicable)
010725

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

12/31/2026

3. The maximum amount of this Agreement is:

\$731,981.94 (Seven Hundred Thirty One Thousand Nine Hundred Eighty One Dollars and Ninety Four 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	Authority, Purpose and Scope of Work	8
Exhibit B	Budget Detail and Disbursement Provisions	2
Exhibit C	Homeless Coordinating and Financing Council General Terms and Conditions	10
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	State of California General Terms and Conditions	1
+ - Exhibit F	Standard Agreement to Apply	5

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.)

Yolo County Health and Human Services

CONTRACTOR BUSINESS ADDRESS

137 North Cottonwood St

CITY

Woodland

STATE

CA

ZIP

95695

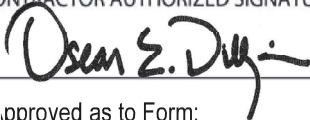
PRINTED NAME OF PERSON SIGNING

Oscar Villegas

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE



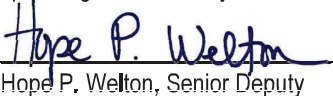
DATE SIGNED

1/10/2023

Approved as to Form:

Philip J. Pogledich, County Counsel

By



Hope P. Welton, Senior Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-HHAP-20067

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

500 Capitol Mall, Suite 1850

CITY

Sacramento

STATE

CA

ZIP

95814

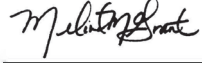
PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

Mar 16, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement
Remainder Disbursement Contract for Funds**

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 3 (“HHAP-3” or “Program”) pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness (“Cal ICH”) in the Business, Consumer Services and Housing Agency (“Agency”). HHAP-3 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Remainder Disbursement Contract for Funds along with all its exhibits (“Agreement”) is entered into by Cal ICH 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 this Agreement, and the requirements appearing in the statutory authority for the Program 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 Homeless Housing, Assistance, and Prevention Program (Chapter 6 (commencing with Section 50216)), the program established under this chapter, 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 funding are encouraged to reference [Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness](#) to assist in using funding strategically for their planning

efforts in the delivery of services to people experiencing homelessness in the community.

- c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.
- d) Include the State as 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 submitted by the Grantee for the remainder disbursement of HHAP-3 funds to be allocated to the Grantee pursuant to Health and Safety Code 50220.7(a)(4)(A).

3) Definitions

The following HHAP-3 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

- a) “Agency” means the Business, Consumer Services, and Housing Agency.
- b) “Applicant” means a Continuum of Care, city, or county or tribe.
- 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 California Interagency Council on Homelessness, formerly known as 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.
- 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 Cal ICH by the date by which HUD’s certification of the 2019 homeless point-in-time count is finalized. The Cal ICH 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.
- 3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.
- 4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

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 Cal ICH for the purposes of the program.

r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

Additional definitions for the purposes of the HHAP-3 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-3 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-3 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code (HSC) section 50218.6, subdivision (e), and section 50220.7, subdivisions (a)(4)-(5) & (f), and any other applicable laws.

By accepting these funds, the Grantee acknowledges that the remainder disbursement of funds is a portion of their total allocation under the HHAP-3 Program, to be used solely for the purposes outlined below.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

- 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.
- 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)** Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and 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.
 - vi)** Any new interim sheltering funded by HHAP-3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- i)** Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the funding use requirements described above, the Grantee's expenditure of its entire HHAP-3 allocation must also comply with the following:

- a) At least 10 percent of the funds shall be spent on services for homeless youth populations.
- b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

5) **Cal ICH Contract Coordinator**

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

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	Yolo County Health and Human Services
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	137 North Cottonwood St Woodland, CA 95695
CONTRACT COORDINATOR	Victor Duron	Anisa Vallejo
PHONE NUMBER:	(916) 510-9442	(530) 379-3756
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	anisa.vallejo@yolocounty.org

All requests to update the Grantee information listed within this Agreement shall be emailed to the HHAP Program's general email box at 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 Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- b) This Agreement shall terminate on December 31, 2026.
- c) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-3 funds by May 31, 2024. If less than 50 percent is obligated after May 31, 2024, 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, 2024, the Grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
 - ii) Cal ICH 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, 2024, the funds shall be returned to the Cal ICH to be allocated as bonus awards.
- d) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2024. 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-3 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, 2024 are required to notify Cal ICH, 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, 2024, the county shall provide Cal ICH with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.
- e) Grantees that do not meet the expenditure deadlines in HSC § 50220.7(k) shall not be eligible for bonus funding.
- f) HHAP-3 funds shall be expended by June 30, 2026.

- g)** In accordance with Health and Safety Code section 50220.5, subdivision (l), Cal ICH 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.
- h)** Any funds not expended by June 30, 2026 shall be available for round 4 of the program pursuant to HSC § 50218.7.
- i) Bonus Funds:** Health and Safety Code section 50220.7 mandates the following, regarding a recipient's eligibility for Bonus Funding:
- i)** Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.7(k)(1) shall not be eligible for bonus funding;
 - ii)** Recipients shall demonstrate no later than June 30, 2024, whether they have successfully met their outcome goals; and Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.
 - iii)** If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

7) Special Conditions

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

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement**

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-3 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 the remainder disbursement of HHAP-3 funds on eligible activities as detailed in Health and Safety Code Section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-3 funds being released:

- Request for Funds Form (“RFF”)
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

Remainder Disbursement

HHAP-3 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, 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. The remainder disbursement of HHAP-3 funds will be disbursed in one 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.

Bonus Funds Disbursement

If Bonus Funds are received pursuant the requirements laid out in Health and Safety Code section 50220.7 Bonus Funds will be disbursed to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement

and RFF by Cal ICH, 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. The Bonus Funds disbursement of HHAP-3 funds will be disbursed in one 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

The remainder disbursement of HHAP-3 funds must be spent in accordance with HSC sections 50218.6(e) and 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f), as described in Exhibit A, Section 4 "Scope of Work".

5) Ineligible Costs

- a) HHAP-3 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 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f).
- b) Cal ICH 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-3 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.
- c) 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 Cal ICH by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-3 fund expenditures.

- d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.
- e) HHAP-3 remainder disbursement funds may only be used to cover expenditures incurred no earlier than July 1, 2022. Unless expressly approved by Cal ICH in writing, reimbursements prior to July 1, 2022 are not permitted.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement Standard Agreement**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) Termination and Sufficiency of Funds

a) Termination of Agreement

Cal ICH 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 Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's notice of termination.

b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH 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/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) Grantee's Application for Funds

Grantee has submitted to Cal ICH an application for HHAP-3 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH 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 Cal ICH.

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 Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH 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, 2023, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-3 funding, details on specific projects selected for the use of HHAP-3 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2026, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

b) Quarterly Expenditure Reports

In addition to the annual reports, Cal ICH 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 Cal ICH on a form and method provided by Cal ICH 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 Cal ICH deems appropriate or necessary. If the Grantee fails to provide such documentation, Cal ICH 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 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:

(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.

Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:

- (a)** Submit a description of barriers and possible solutions to meet those barriers
 - (b)** Accept technical assistance from Cal ICH
 - (c)** Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH
- ii)** Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-3 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-3 funding.
- iii)** Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-3 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.
- iv)** Cal ICH may require additional supplemental reporting with written notice to the Grantee.

- v) Grantee may, at their discretion, fully expend their HHAP-3 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

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-3 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 Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH 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 Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) Inspection and Retention of Records

a) Record Inspection

Cal ICH 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 Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH 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-3 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.7, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements. Cal ICH 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:

- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-3 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 Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

- i) Bar the Grantee from applying for future HHAP funds;
 - ii) Revoke any other existing HHAP-3 award(s) to the Grantee;
 - iii) Require the return of any unexpended HHAP-3 funds disbursed under this Agreement;
 - iv) Require repayment of HHAP-3 funds disbursed and expended under this Agreement;
 - v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-3 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-3 requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.**
- d) Cal ICH 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 Cal ICH 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 Cal ICH 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 (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 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 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
 - 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 Cal ICH 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-3

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

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-3 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 Cal ICH 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) Cal ICH 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 Cal ICH, 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 Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, 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 Cal ICH.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement 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-3 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-3 funds, must be used for HHAP-3-eligible activities and reported on as required by Cal ICH.
- 2) Per Health and Safety Code Section 50220.7 (g), any housing-related activities funded with HHAP-3 funds, including but not limited to emergency shelter (per HSC § 50220.7(e)(8)(F)), 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-3 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 rehousing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-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-3 funding (e.g., by creating appropriate HHAP-3-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 necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide

Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

- 5) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.

- 6) 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 Cal ICH, 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.

- 7) 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.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Remainder Disbursement 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.

**Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3)
Standard Agreement**

EXHIBIT F

STANDARD AGREEMENT TO APPLY



Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3) Standard Agreement to Apply

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit this Standard Agreement to Apply no later than **5:00pm on October 15, 2021**. In this agreement, applicants must indicate whether they intend to apply for HHAP-3 funding jointly with an overlapping jurisdiction or apply as an individual entity. For any eligible applicant who does not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction¹.

Eligible applicants applying jointly with an overlapping jurisdiction will designate **one** of the jointly applying jurisdictions as the Administrative Entity which will enter into contract with the HCFC to administer the combined allocations of the joint applicants. Applicants may only apply jointly with a Continuum of Care (CoC), large city, or county that serves an overlapping region. The Administrative Entity is required to submit a binding resolution or agreement that designates a single Administrative Entity for the combined allocations and an explanation of how the jointly applying applicants will administer the funds allocated to them pursuant to this section. This binding resolution or agreement must be signed by the authorized representatives of all applicants and must be submitted with the signed HHAP-3 Initial Disbursement Contract for Funding, separate from the Standard Agreement to Apply.

By submitting this form, you agree to participate in the HHAP-3 application process as indicated below and comply with all requirements as set forth in Health and Safety Code 50220.7.

APPLICATION SUBMISSION INFORMATION

ALL APPLICANTS:

Eligible Applicant Jurisdiction

Large City: _____ County: Yolo County

Continuum of Care: _____ CoC Number: _____

Administrative Entity: Yolo County Health and Human Services

Contact Person: Anisa Vallejo

Title: HHSA Program Coordinator

Contact Phone Number: 530-379-3756

Contact Email Address: Anisa.Vallejo@yolocounty.ca.gov

Individual or Joint Application Designation:

Yolo County will submit **an individual** application for HHAP-3 funding

_____ will submit a **joint** application for HHAP-3 funding with the following overlapping jurisdiction(s):

¹ For the purposes of the HHAP program, overlapping jurisdictions are eligible applicants that are located within the same geographic area as the local CoC.

Jurisdiction Name	Applicant Type (County, CoC, or City)

JOINT APPLICANTS ONLY:**Fund Disbursement/Contract Execution**

The jointly applying jurisdictions designate the following jurisdiction as the **Administrative Entity** of the total combined allocations and acknowledge that the Administrative Entity will enter into legal agreement with HCFC and receive any disbursements for which the jointly applying jurisdictions may be deemed eligible.

Administrative Entity:

CoC Large City County

Name of Applicant: _____

Joint Applicants agree to the following:

1. Joint Applicants must designate a single Administrative Entity to receive the entire combined HHAP-3 allocations.
2. The Administrative Entity must be a CoC, large city (if applicable), or county that serves the same region.
3. The Administrative Entity receiving allocations on behalf of joint applicants shall use the funds in the jurisdiction(s) entitled to the funds or to provide regional housing or services that serve the population living in each of the jurisdiction(s) entitled to the funds.
4. The Administrative Entity is responsible for complying with all program expenditure requirements and deadlines for the total combined allocations it is administering.
5. The Administrative Entity must enter into a binding resolution or agreement with joint applicants to designate the Administrative Entity for the combined allocations which includes an explanation of how the jointly applying applicants will administer the funds allocated to them. This binding resolution or agreement must be signed by authorized representatives and will be included with the contract for funds.
6. The HHAP-3 joint application will clearly identify the intended use of all the funds from each jointly applying jurisdiction.
7. The HHAP-3 joint application will clearly describe in detail the collaboration between the jointly applying jurisdictions and an explanation of how the jointly applying jurisdictions will partner to meet their program goals.
8. The performance goals set in the HHAP-3 joint application will be used to determine the joint applicants' eligibility for future bonus funding.

HHAP-3 APPLICATION REQUIREMENTS**Application Requirements – ALL APPLICANTS:**

By initialing below, the eligible applicant(s) acknowledges their intent to participate in the HHAP-3 application process as follows:

KL _____ the eligible applicant(s) will receive an Initial disbursement equaling no more than 20% (or 25% for jointly applying applicants) of their total allocation if this Agreement to Participate is submitted by 5:00pm on October 15, 2021 per HSC 50220.7(a)(4)(A)(ii).

KL _____ Initial funds may be used to complete the local homeless action plan, as required by HSC 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

KL _____ As stated in HSC § 50220.7(a)(5), priority for initial funds, above the costs of completing the homelessness action plan, shall be for systems improvement, including, but not limited to, all of the following:

(A) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.

(B) Funding existing evidence-based programs serving people experiencing homelessness.

(C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.

(D) Improving homeless point-in-time counts.

(E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

KL _____ To receive the remaining balance of its round 3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

KL _____ The applicant shall engage with the council on its local plan and outcome goals before submitting a complete application, per HSC § 50220.7(b)(1).

KL _____ For city, county, and continuum of care applicants, local homelessness action plans pursuant to HSC § 50220.7(b)(3)(A) and outcome goals pursuant to HSC § 50220.7(b)(3)(C) shall be agendaized at a regular meeting of the governing body, including receiving public comment, before being submitted to the council, per HSC § 50220.7(b)(2).

KL _____ A complete application shall conform to the requirements laid out in HSC § 50220.7(b)(3).

FORM CONTINUES ON PAGE 4

HHAP-3 GRANTEE AWARD DISBURSEMENT INFORMATION**ALL APPLICANTS:**

Instructions: Please fill out the information below, which is needed to process your HHAP Round 3 (HHAP-3) initial award disbursement:

Administrative Entity/Contracting Agency Name

Yolo County Health and Human Services

Administrative Entity/Contracting Agency Business Address

137 North Cottonwood St

Contract Manager Name

Anisa Vallejo

Contract Manager Email Address

Anisa.Vallejo@yolocounty.org

Contract Manager Phone Number

530-379-3756

Award Check Mailing Address (Include "Attention to:" if applicable)

Atten: Karen Larson

137 N. Cottonwood St, Woodland, CA 95695

For grantees who have previously contracted with BCSH, in order to reduce the amount of paperwork needed to process your HHAP-3 award, HCFC is offering the opportunity to use the Tax ID Form (Government Taxpayer ID Form for governmental entities or STD 204 Form for non-governmental entities) and/or Authorized Signatory Form currently on file with HCFC for HHAP-3 award disbursements. You may revoke these authorizations by submitting an updated Tax ID Form or Authorized Signatory Form to hhap@bcsh.ca.gov.

Select one:

- The information on the Tax ID Form used for the HHAP-2 award disbursement is accurate, and I am authorizing HCFC to use the previously submitted form for the HHAP-3 initial award disbursement
- I have included a new Tax ID Form for the initial HHAP-3 award disbursement

Select one:

- The information on the most recent Authorized Signatory Form on file with HCFC is accurate, and I am authorizing HCFC to use the form on file for HHAP-3
- I have included a new authorized signatory form for HHAP-3

CERTIFICATION

I certify that the signature below is authorized to sign for all applicable documents for the HHAP-3 grant on behalf of the Eligible Applicant Jurisdiction listed above.

Karen Larsen Director

Name and Title of Authorized Representative


10/11/21

Signature of Authorized Representative**Date**