

BOS No.  
Infor Contract No. 5913

**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 the City of West Sacramento, a municipal 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 provide operational subsidies interim housing; and

**WHEREAS**, on or about July 31, 2019, the passing of Assembly Bill 101 enacted the Homeless Housing, Assistance and Prevention Program (“HHAP”) 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 September 29, 2023, the Homeless Coordinating and Financing Council (“HCFC”) announced the availability of Homeless Housing, Assistance and Prevention Program Round 5 (“HHAP Round 5”) grant funding. HHAP Round 5 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 March 27, 2024, County via the Health and Human Services Agency (“HHS”) submitted an application for HHAP Round 5 disbursement funding; and

**WHEREAS**, on or about October 16, 2024, County received notice that it was awarded initial disbursement of HHAP Round 5 funding; and

**WHEREAS**, on or about April 3, 2025, County entered into Agreement No. 25-28 (“State Agreement No. 24-HHAP-10026”) with Department of Housing and Community Development (HCD) hereinafter referred to as “the State Contract(s)” which is attached hereto and incorporated herein as Attachment I; and

**WHEREAS**, the State Contract(s) 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 Contract(s), and that all County subcontractors (including but not limited to Contractor, who is referred to as Subgrantee or Subrecipient within the State Contract(s) comply with all terms and conditions of the State Contract(s); 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

**WHEREAS**, Contractor further represents and warrants to 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 <https://www.yolocounty.org/about-us/mission-values-strategic-plan>; and

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

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**NOW, THEREFORE**, County and Contractor agree as follows:

**I. TERM**

- A.** The term of this Agreement shall be from **January 1, 2026 through February 29, 2028**, 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 thirty (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 C 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 attachments), and in a manner satisfactory to the Yolo County Health and Human Services Agency Director or designee (“Director”).
- B.** Contractor shall comply with all applicable provisions of the State Contract(s), 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 50223, and any regulatory or sub-regulatory guidance.
- C.** Contractor shall also comply with the terms and conditions set forth in County’s Accounting Handbook for Community Based Organizations (“CBOs”) and Contract Administration Manual for CBOs (copies of which have been made available to the Contractor via County’s website: <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 to the 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 29, 2028**, shall be no greater than **ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$135,000)** specified as follows:

Agreement Term	Total
January 1, 2026 through February 29, 2028	<b>\$135,000</b>

- C.** Indirect/Overhead/Administration costs cannot exceed fifteen percent (15%) of Personnel costs. See, Exhibit D.
- D.** County shall pay Contractor using a combination of funding sources, as County deems appropriate.

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**IV. COUNTY AUTHORITY**

**A. Director’s Authority:** Director may exercise optional extensions, if any, and execute related option notices in conformance with the conditions of this Agreement. Director may also issue any other general notices regarding the administration of this Agreement, including letters re disallowances and recoupment.

**B. County Procurement Manager’s Authority:** The Yolo County Deputy Director/Manager of Procurement (“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 Procurement Manager’s Authority, as prescribed in the then current Yolo County Procurement Policy. Procurement Manager may also issue termination notices in conformance with Section XI. of Exhibit C.

**C. Yolo County Board of Supervisors’ Authority:** All other authority 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 Outcomes
- Attachment I – State Agreement No. 24-HHAP-10026

**B.** 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.

**C.** 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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**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the last date signed below herein by affixing their signatures hereafter.

**CONTRACTOR**

**COUNTY OF YOLO**

DocuSigned by:  
  
6ED1E9CA078E42A...  
\_\_\_\_\_  
Aaron Laurel, City Manager  
City of West Sacramento

\_\_\_\_\_  
Sheila A. Allen, Chair  
Board of Supervisors

Date: 2/11/2026

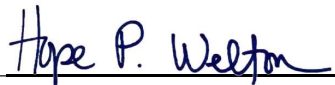
Date: \_\_\_\_\_

Signed by:  
  
11711BEA9E074CE...  
\_\_\_\_\_  
Mónica Morales, Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk

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

Approved as to Form:  
Philip 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 acquired location(s) throughout West Sacramento:

Rodeway Inn Capital 817 W. Capitol Avenue West Sacramento, CA 95691	Flamingo Hotel 920 W. Capitol Avenue West Sacramento, CA 95695
Pick Wick Motel 1809 W. Capitol Avenue West Sacramento, CA 95691	El Tejon 1821 W. Capital Avenue West Sacramento, CA 95691
West Wood Motel 1841 W. Capital Avenue West Sacramento, CA 95691	

**II. PURPOSE**

To provide homeless emergency interim housing assistance to addresses the immediate housing needs of adults and youth experiencing homelessness who have behavioral health conditions and/or substance use disorders.

**III. TARGET POPULATION**

Adults and youth 18-24 (“participants” ) at risk of or experiencing homelessness with priority given to those who are chronically homeless, as well as those with significant behavioral health needs who require additional support to transition into permanent housing.

**IV. SERVICES**

Contractor shall provide the following:

- A.** Participants shall receive services that include intensive case management and stabilization services to address barriers to permanent housing while also helping mitigate the impact of trauma, using a trauma-informed approach. Through a trauma-informed approach, staff provide individualized support to help residents stabilize, regain a sense of security, and begin working toward long-term housing goals.
- B.** A Mobile Medical Team shall visit the motel sites regularly, offering healthcare services directly to participants. The Mobile Medical Team shall provide vital medical care, including:
  - 1. Preventive Health Care,
  - 2. Medication Management, and
  - 3. Wound Care.
- C.** The Mobile Medical Team shall extend its services to individuals who are not currently housed in the program but seek care through the City’s homeless drop-in center. This ensures that people experiencing homelessness, whether sheltered or unsheltered and can receive the medical attention they need to improve their overall well-being.
- D.** Contractor shall provide a homeless drop-in center at the Rodeway Inn service location. . The drop-in center shall operate Monday through Friday from 12 p.m. to 4 p.m. The drop-in center

**EXHIBIT A – SCOPE OF SERVICES**

shall provide immediate relief to those in need and serve as a point of contact for participants seeking information about available resources or wanting to engage in more formal case management or housing navigation services. The drop-in center shall also serve as a low-barrier access point where participants experiencing homelessness can receive essential supplies including:

1. Food,
  2. Water,
  3. Hygiene kits, and
  4. Clothing.
- E.** There are no prerequisites for sobriety, treatment, or program participation to receive assistance. Participants are served using a low-barrier, trauma-informed, and culturally responsive model. Program participants are placed by referral from the Contractor’s Homeless Coordinator. Contractor shall work collaboratively with HHSA and may accept referrals from HHSA if individuals meet specific criteria, such as having a direct connection to West Sacramento, which may include but is not all inclusive of long-term residents of West Sacramento, or individuals born and raised in West Sacramento.
- F.** The City’s Homeless Services team shall engage individuals across all neighborhoods and encampments . Eligibility determinations shall be standardized and inclusive. Materials shall be available in multiple languages and accessible formats.
- G.** Contractor shall support the following positions and services but at a minimum shall support case management:
1. Program Manager shall manage the day-to-day operations of the Homeless Emergency Housing Program.
  2. Two (2) Program Technicians.
  3. Two (2) Maintenance staff.
  4. Case Management team (must include case management for youth aged 18-24.
  5. Lyon’s Security.
  6. Contractor’s Community Outreach staff.

**V. REQUIREMENTS**

- A.** Contractor shall set aside at least \$17,550 of the funds to be spent on services for homeless youth populations age 18-24.
1. “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. § 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.
  2. Funds spent on outreach and case management to engage homeless youth into services is an eligible service that counts towards the \$17,550 of funds spent towards homeless youth. Please indicate on invoices the youth clients that are served and which staff served them.
- B.** Contractor shall provide performance measures on a quarterly basis. See, Exhibit F.
- C.** Contractor shall provide any requested documentation if HHAP Round 5 funds are monitored and

## EXHIBIT A – SCOPE OF SERVICES

must be able to demonstrate that HHAP Round 5 funds were expended for eligible uses to benefit members of the target population outlined in Section III. above.

- D.** Contractor shall comply with all terms and conditions of this Agreement and the State Contract(s), including the Special Conditions set forth in the State Contract(s) (see, Attachment I).
- E.** Contractor must expend 50% of awarded funds by 6/30/2026.
- F.** Contractor shall provide Homeless Management Information System (“HMIS”) Roster Report reflecting clients assisted during the invoice period.
- G.** Contractor agrees not to supplant funding or utilize HHAP 5 funding for staff or operations that are funded fully by another funding source.
- H.** During the final fiscal year of reporting, Contractor may be required to include a plan to fully expend HHAP Round 5 grant funding. This plan shall be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.
- I.** Contractor shall prioritize households with incomes at or below thirty percent (30%) of the area median income, who pay more than fifty percent (50%) of their income in housing costs, and who meet criteria for imminent risk of homelessness as defined in Section 578.3 of Title 24 of the Code of Federal Regulations and typically involves individuals who:
  - 1.** Will imminently lose their primary nighttime residence.
  - 2.** Will lose their residence within fourteen (14) days.
  - 3.** Have not identified a subsequent residence.
  - 4.** Lack the resources and support networks needed to obtain other permanent housing.
- J.** Contractor shall document eligibility of the above and have documentation available upon request or audit.

## 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.

### II. 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 the invoice format approved by County. The invoice must track separately, services provided to homeless or at risk of homeless youth (18-24) versus services provided to adults.
- 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 5 funds must be expended by County before June 30, 2028. The final invoice to County must be received by no later than March 31, 2028 and shall include all expenditures for which warrants have been issued prior to February 29, 2028. County shall not be responsible for payments on invoices received after March 31, 2028. Pursuant to the State Contract(s), the term “expended” means all HHAP Round 5 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: [HHSAContracts Payable@yolocounty.gov](mailto:HHSAContracts Payable@yolocounty.gov); and copy to: [Kerrie.Covert@yolocounty.gov](mailto:Kerrie.Covert@yolocounty.gov)
- 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 5 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 50234, subdivisions (a)(1)(A), and 50236 and Exhibit A of this Agreement.
  2. County and HCD 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 5 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 the 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 Contract(s), 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 contract 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 financial records for a period of five (5) years from the date of the termination of the State Contract(s) 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 Round 5 funded projects, services, and clients served. Contractor

## EXHIBIT C – TERMS AND CONDITIONS

shall 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 Round 5 funding (e.g., by creating HHAP Round 5-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 and 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 expiration or termination of this Agreement
- b.** Five (5) years from the expiration or termination of the State Contract(s).
- c.** Until completion of any 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 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.

**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 annually on the following data metrics:

## 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
- i. Any other metrics deemed appropriate by HCFC.
- j. Contractor shall annually submit data to County on progress made towards meeting outcome goals.
  - i. If Contractor has not made significant progress toward outcome goals, Contractor shall submit to County a description of barriers and possible solutions to those barriers.
- k. Contractor shall participate in the Davis/Woodland/Yolo County Continuum of Care’s Coordinated Entry process and follow the Homeless and Poverty Action Coalition (“HPAC”) Coordinated Entry Policies and Procedures.
- l. Data is due December 15<sup>th</sup> of each year through the duration of the program. The final report shall be due by March 31, 2028.

Submit the Annual Program Report electronically via email to: [Kerrie.Covert@yolocounty.gov](mailto:Kerrie.Covert@yolocounty.gov).

**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 of this Agreement.

**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 fifteen (15) days of the close of the related quarter.

2. *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 31<sup>st</sup>. Annual Reports will include data on expenditures and people served and data regarding the progress towards outcome goals.

Submit the Contract Expenditure Reports electronically via email to:

[HHSA.AccountsPayable@yolocounty.gov](mailto:HHSA.AccountsPayable@yolocounty.gov) and a copy to [Kerrie.Covert@yolocounty.gov](mailto:Kerrie.Covert@yolocounty.gov)

**E. Fiscal Year Annual Reports**

## EXHIBIT C – TERMS AND CONDITIONS

1. *If applicable, Equipment Report* (see Section **IX. OWNERSHIP OF EQUIPMENT**, below). Due date: July 31<sup>st</sup>, following the completion of a fiscal year. Final report due March 31, 2026.
2. *Certified Audited Financial Reports* (see Section **V. AUDITS**, below). Due date: July 31<sup>st</sup> of each year, if the Agreement expires or terminates on June 30<sup>th</sup>. In the event that this Agreement expires or is terminated on a date other than June 30<sup>th</sup>, Contractor shall provide County such an Audit Report covering the preceding period of July 1<sup>st</sup> through the date of expiration or termination within forty-five (45) days of the expiration or termination.

The Certified Audited Financial Reports shall be sent to:

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

### V. AUDITS

**A.** Contractor shall allow County, HCD, and any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this Agreement, 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 State Contract(s) or in the event Contractor has been notified that an audit or investigation related to 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, or by subparagraphs (1) or (2) below. (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 be 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 Contract(s) 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. (See, Government Code, § 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 one million dollars (\$1,000,000) 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

**EXHIBIT C – TERMS AND CONDITIONS**

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 (2024 Revision) and provided in a form satisfactory to the Director.

**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.

**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 quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the Director with such information as may be required to evaluate programmatic and fiscal 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.

## EXHIBIT C – TERMS AND CONDITIONS

**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).

### 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.

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**EXHIBIT C – TERMS AND CONDITIONS****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. 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

## EXHIBIT C – TERMS AND CONDITIONS

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, 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 HCD 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.

## EXHIBIT C – TERMS AND CONDITIONS

**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 the 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. 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 Contract(s) 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

## EXHIBIT C – TERMS AND CONDITIONS

(such as computer and software designer) performs work under this Agreement the 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 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 the 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 thirty (30) days' 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.

## EXHIBIT C – TERMS AND CONDITIONS

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 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

**EXHIBIT C – TERMS AND CONDITIONS**

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 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:**

City of West Sacramento  
1110 West Capitol Avenue, 3<sup>rd</sup> Floor  
West Sacramento, CA 95691  
Attn: Raul Huerta, Housing Director

**County:**

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

[raulh@cityofwestsacramento.org](mailto:raulh@cityofwestsacramento.org)

**County:**

Contracts Unit: [HHSAContracts@yolocounty.gov](mailto:HHSAContracts@yolocounty.gov)

Contract Administrator: [Kerrie.Covert@yolocounty.gov](mailto:Kerrie.Covert@yolocounty.gov)

**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 and Contractor shall be fully responsible to

## EXHIBIT C – TERMS AND CONDITIONS

County for all work undertaken by subcontractors, and subcontractors shall comply with all of the requirements of the State Contract(s) and this Agreement.

### **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

## EXHIBIT C – TERMS AND CONDITIONS

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.

### 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) herein; 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. Gov. 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 Agreement 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.

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## EXHIBIT C – TERMS AND CONDITIONS

### 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 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 Contract(s), 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;

### **EXHIBIT C – TERMS AND CONDITIONS**

- 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.
- 3.** Ensure, as required by Government Code section 8355, subdivision (a)(3), that every employee 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 the terms of Contractor’s condition of employment or subcontract.

**EXHIBIT D – CONTRACT BUDGET**

<b>City of West Sacramento</b>		
<b>Operational Subsidies Interim Housing – HHAP Round 5 Funded Program</b>		
	Cost Items	Agreement Term January 1, 2026 through February 29, 2028
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	<b>\$0</b>
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel costs (Item 1a)	<b>\$0</b>
2	Operating	<b>\$135,000</b>
3	Direct to Clients	<b>\$0</b>
4	<b>Total</b>	<b>\$135,000*</b>

\*Contractor shall expend at least \$17,550 of funds on outreach and case management services for homeless youth ages 18-24

## 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. Yolo County Risk Manager/Safety Officer at [Risk.Mgmt@yolocounty.gov](mailto:Risk.Mgmt@yolocounty.gov), and
- B. Yolo County Chief Technology Officer, Information Security Officer- at [Lee.Gerney@yolocounty.gov](mailto:Lee.Gerney@yolocounty.gov), and
- C. HHS Privacy Officer at [Charles.Egbert@yolocounty.gov](mailto:Charles.Egbert@yolocounty.gov).

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

**EXHIBIT F – PERFORMANCE MEASURES**

<b>Operational Subsidies Interim Housing – HHAP Round 5 Funded Program</b>		City of West Sacramento	Raul Huerta, Housing Manager
Program Purpose	City of West Sacramento’s Homeless Emergency Housing Program addresses the immediate housing needs of people experiencing homelessness who have behavioral health conditions and/or substance use disorders.		
Program Information	City of West Sacramento’s Homeless Emergency Interim Housing Program prioritizes individuals experiencing chronic homelessness, as well as those with significant behavioral health needs who require additional support to transition into permanent housing.		
<b>PM1: How much did we do?</b>			
1.1	# of client referrals received		
1.2	# of clients enrolled into Interim Housing program		
1.3	# of clients who received housing navigation		
1.4	Average length of stay (days) of clients/households		
<b>PM2: How well did we do it?</b>			
2.1	% of clients referred who received Interim housing services		
2.2	% of clients enrolled that received housing navigation services		
2.3	% of clients enrolled that received linkage to healthcare services		
<b>PM3: Is anyone better off?</b>			
3.1	# & % of clients who received housing services who have been placed or obtained permanent housing		
3.2	# & % of clients who received permanent housing who have not returned to homelessness in 6 months		

**A.** 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 submit these data and reports to County, as specified in this Exhibit F.

- Quarter 1: July, August, September – report due Oct. 31<sup>st</sup>
- Quarter 2: October, November, December – report due Jan. 31<sup>st</sup>
- Quarter 3: January, February, March – report due April 30<sup>th</sup>
- Quarter 4: April, May, June – report due July 31<sup>st</sup>

**B.** Contractor shall submit quarterly Performance Outcome Measures electronically via email to: [Kerrie.Covert@yolocounty.gov](mailto:Kerrie.Covert@yolocounty.gov) and [Diana.Ponce@yolocounty.gov](mailto:Diana.Ponce@yolocounty.gov)

BOARD OF SUPERVISORS  
Yolo County, California

To: HHSA ✓  
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 25-10 Item No. 19, of the Board of Supervisors' meeting of February 11, 2025.

MOTION: Frerichs. SECOND: Allen. AYES: Allen, Barajas, Frerichs, Villegas, Vixie Sandy.

19.

Approve and authorize the Chair to sign State Agreement No. 24-HHAP-10026 with California Department of Housing and Community Development (HCD) in the amount of \$1,016,783.11 for the period of the date of execution through June 30, 2029 for the provision of HHAP-5 homeless services. (No general fund impact) (Sullivan)

Took the following action on Consent:

- A. Approved and authorized the Chair to sign State Agreement No. 24-HHAP-10026 (**Agreement No. 25-28**) with California Department of Housing and Community Development (HCD) in the amount of \$1,016,783.11 for the period of the date of execution through June 30, 2029 for the provision of HHAP-5 homeless services;
- B. Authorized the Yolo County Procurement Manager, or designee, to execute any non-financial extensions or amendments of the Agreement upon approval as to form by County Counsel;
- C. Authorized the Director of Health and Human Services Agency, or designee, to execute any fiscal and program forms and reports required under this Agreement, including forms and reports required under any extensions or amendments thereto; and
- D. Authorized the Chair to sign the Authorized Signatory Form (Att. B. Authorized Signatory Form) that HCD requires to have on file showing the specific persons who have signing authority.



**County of Yolo**  
www.yolocounty.gov

To: The Chair and Members of the Board of Supervisors

**Consent-Health & Human Services 19.  
Adult & Aging**

**Board of Supervisors**

**Meeting Date:** 02/11/2025  
**Brief Title:** Agreement with CA Department of Housing and Community Development for HHAP-5  
**From:** Nolan Sullivan, Director, Health and Human Services Agency  
**Staff Contact:** Marisa Green, Adult and Aging Branch Deputy Director, Health and Human Services Agency, x2685

**Supervisorial District Impact:** Countywide

**Subject**

Approve and authorize the Chair to sign State Agreement No. 24-HHAP-10026 with California Department of Housing and Community Development (HCD) in the amount of \$1,016,783.11 for the period of the date of execution through June 30, 2029 for the provision of HHAP-5 homeless services. (No general fund impact) (Sullivan)

**Recommended Action**

- A. Approve and authorize the Chair to sign State Agreement No. 24-HHAP-10026 with California Department of Housing and Community Development (HCD) in the amount of \$1,016,783.11 for the period of the date of execution through June 30, 2029 for the provision of HHAP-5 homeless services;
- B. Authorize the Yolo County Procurement Manager, or designee, to execute any non-financial extensions or amendments of the Agreement upon approval as to form by County Counsel;
- C. Authorize the Director of Health and Human Services Agency, or designee, to execute any fiscal and program forms and reports required under this Agreement, including forms and reports required under any extensions or amendments thereto; and
- D. Authorize the Chair to sign the Authorized Signatory Form (Att. B. Authorized Signatory Form) that HCD requires to have on file showing the specific persons who have signing authority.

**Strategic Plan Goal(s)**



*Thriving Residents*



*Collaborative Community*

**Reason for Recommended Action/Background**

The Homeless Housing, Assistance, and Prevention Program Round 5 (HHAP-5) has been established for the purpose of organizing and deploying the full array of homelessness programs and resources comprehensively and effectively, and to sustain existing federal, state, and local investments towards long-term sustainability of permanent housing and supportive services. The general purpose of this program is 1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing; and 2) continue to build on regional coordination developed through previous rounds of HHAP funding.

For this 5th round of HHAP funding, the County worked side by side with the Yolo County Homeless and Poverty Action Coalition (HPAC) to prepare this grant submission and ensure the goals are in alignment. HHAP-5 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 HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness. HHAP-5 funds are available to applicants for the purpose of reimbursement for planning and preparing the Regionally Coordinated Homelessness Action Plans. This funding helps applicants continue to build regional collaboration between Continuums of Care, counties, and cities in a given region, regardless of population, and ultimately is used to develop a unified regional response to homelessness by fostering robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. These funds will help applicants achieve these results by formulating data driven and cross-system plans designed to allocate resources in alignment with the state's priorities for homeless housing solutions. This means implementing strategies that create and sustain regional partnerships and prioritize permanent housing solutions.

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 the State Agreement as to form.

**Competitive Bid Process/Vendor Performance**

Not applicable to revenue agreements.

**Fiscal Information**

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	\$1,016,783
Amount budgeted for expenditure	\$1,016,783
Additional expenditure authority needed	\$0
One-time commitment	Yes

Source of Funds for this Expenditure

State Funds	\$1,016,783
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Further explanation as needed

No general funds are required by this action. The total amount of this action is up to \$1,016,783.11 in revenue for the period of date of execution through June 30, 2029. The amount of \$1,016,783.11 is included in the HHSA adopted budget for fiscal year 2024-25.

**Attachments**

- Att. A. Agreement
- Att. B. Authorized Signatory Form

**Form Review**

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	02/03/2025 11:05 AM
Financial Services	Matt Robertson	02/03/2025 03:41 PM
County Counsel	Hope Welton	02/03/2025 03:57 PM
Yen Nguyen	Yen Nguyen	02/03/2025 04:32 PM
Yen Nguyen	Yen Nguyen	02/06/2025 08:47 AM

Form Started By: Emily Covey  
Final Approval Date: 02/06/2025

Started On: 01/23/2025 02:49 PM

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>24-HHAP-10026</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
--	---

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

CONTRACTING AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME  
County of Yolo

2. The term of this Agreement is:

START DATE  
Upon HCD approval

THROUGH END DATE  
June 30, 2029

3. The maximum amount of this Agreement is:  
\$1,016,783.11 (One Million Sixteen Thousand Seven Hundred Eighty Three Dollars and Eleven 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	13
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C *	State of California General Terms and Conditions	GTC-02/2025
+ -	Exhibit D HHAP General Terms and Conditions	11
+ -	Exhibit E Special Terms and Conditions	3
+ -	TOTAL NUMBER OF PAGES ATTACHED	31

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

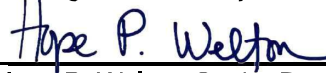
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
County of Yolo

CONTRACTOR BUSINESS ADDRESS PO BOX 1268	CITY Woodland	STATE CA	ZIP 95776
--	------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING <b>Mary Vixie Sandy</b>	TITLE <b>Chair</b>
---	-----------------------

CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 2/11/2025
---	--------------------------

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 <b>24-HHAP-10026</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

**Diana Malimon**

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Diana Malimon*

DATE SIGNED

**04/03/2025**

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)

**EXHIBIT A****AUTHORITY, PURPOSE, AND SCOPE OF WORK****1. Authority**

This Standard Agreement (“Agreement”) is an agreement regarding Homeless Housing, Assistance, and Prevention Program Round 5 (HHAP-5 or Program) funds.

- A. The State of California established HHAP-5 pursuant to the provisions in Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50230) of Part 1 of Division 31 of the HSC. (Amended by Stats. 2023, Ch. 40, Sec. 17 (AB 129) effective July 10, 2023).
- B. The Program is administered by the California Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency (Agency). HHAP-5 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 HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.
- C. This Standard Agreement/Contract for Funds along with all its exhibits (Agreement) is entered into by HCD 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, the [Notice of Funding Availability](#) (NOFA) dated September 29, 2023, under which the Grantee applied, HCD guidance and directives and the requirements appearing in the statutory authority for the Program cited above.

**2. Purpose**

HHAP-5 is established for the purpose of organizing and deploying the full array of homelessness programs and resources comprehensively and effectively, and to sustain existing federal, state, and local investments towards long-term sustainability of permanent housing and supportive services. The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those

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Round 5 “HHAP-5”  
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Prep Date: November 1, 2024

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individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (See HSC section 50230 et seq.).

HHAP funding shall:

- A. Be available to applicants for the purpose of reimbursement for planning and preparing the Regionally Coordinated Homelessness Action Plans required for the HHAP-5 application.
- B. 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 by fostering robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formulation of data-driven and cross-system plans designed to allocate resources in alignment with the state's priorities for homeless housing solutions. This means implementing strategies that create and sustain regional partnerships and prioritize permanent housing solutions.
- C. Ensure the long-term sustainability of housing and supportive services, by strategically pairing these funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness. Grantees are encouraged to follow the guidance provided in ["Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness"](#).
- D. Demonstrate sufficient resources dedicated to long-term permanent housing solutions, including capital and operating costs.
- E. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable 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.
- F. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all

**EXHIBIT A**

levels of planning and implementation, including through opportunities to hire people with lived experience.

- G. Fund projects that provide housing and services that are Housing First compliant, per HSC section 50234(f), and delivered in a low barrier, trauma informed, and culturally responsive manner. 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 interim or permanent housing, or other services for which these funds are used.
- H. 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.

3. **Definitions**

The following HHAP-5 program terms are defined in accordance with HSC section 50230, subdivisions (A) – (X):

- A. “Agency” means the Business, Consumer Services, and Housing Agency.
- B. “Applicant” means a Continuum of Care, city, county, or a region for purposes of the Regionally Coordinated Homelessness Action Plan requirements pursuant to this chapter.
- 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

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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. “Regionally Coordinated Homelessness Action Plan” means the regionally coordinated homelessness action plan described in Section 50233.
- G. “Council” means the associated staff within the Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- H. “Department” means the Department of Housing and Community Development.
- I. “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.
- J. “Grantee” means an eligible applicant that has received its initial Round 5 base allocation or total Round 5 base allocation, as applicable.
- K. “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.
- L. “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.
- M. “Homeless point-in-time count” means the most recently available point-in-time count data as reflected in the Annual Homeless Assessment Report released by the United States Department of Housing and Urban Development.

**EXHIBIT A**

- N. “Homeless youth” means an unaccompanied youth between 12 and 24 years of age who is experiencing homelessness, as defined in Section 725(2) 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.
- O. “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- P. “Jurisdiction” means a city, county, Continuum of Care, or tribe, as defined in this section.
- Q. “Memorandum of Understanding” has the same meaning as defined in subdivision (f) of Section 50233.
- R. “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.
- S. “Program” means Round 5 of the Homeless Housing, Assistance, and Prevention program, or Round 5, established pursuant to this chapter.
- T. 1) “Base program allocation” means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges pursuant to the allowable uses specified in Section 50236.
- 2) “Homekey supplemental allocation” means the portion of program funds available to eligible jurisdictions as supplementary Homekey resources, as defined in Section 50237.
- U. “Recipient” means a jurisdiction that receives funds from HCD for the purposes of the program.
- V. 1) Except as set forth in paragraph 2) below, “region” means the geographic area served by a county, including all cities and Continuum of Care within it. A region that has a Continuum of Care that serves multiple counties may submit a plan that covers multiple

**EXHIBIT A**

counties and the cities within them, or the Continuum of Care may participate in the Regionally Coordinated Homelessness Action Plan of each individual county that is part of the Continuum of Care along with the cities within the county.

- 2) All Continuums of Care within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county.
  
- W. “Small jurisdiction” means a city that is under 300,000 in population as of January 1, 2022, according to data published on the internet website of the Department of Finance.
  
- X. “Tribe” or “tribal applicant” means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code that is located in California.

**Additional definitions for the purposes of the HHAP-5 program:**

Allocations:

“Initial HHAP-5 Base Allocation”: fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP-5 allocation.

“HHAP-5 Planning Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s HHAP Round 5 planning allocation.

“Initial Supplemental Funding Allocation”: one hundred percent (100%) of the eligible city, county, or Continuum of Care’s share of the one hundred (\$100) million Supplemental Allocation.

“Remainder Disbursement”: the remaining fifty percent (50%) of the eligible city, county, or Continuum of Care’s HHAP- 5 base allocation.

“Obligate”: means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-5 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.

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“Expended”: means all HHAP-5 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

**4. Scope of Work**

- A. The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with HSC section 50234, subdivision (a) (1), and section 50236, and any other applicable laws.
- B. HHAP-5 Planning Allocation funds are for the purpose of planning for and preparing the Regionally Coordinated Homelessness Action Plan required as part of the HHAP-5 regional application. Any Planning Allocation funds that are not spent on the preparation of the HHAP-5 application must be expended consistent with the purpose and requirements of the HHAP-5 program, as described below.
- C. Provided that before proposing to use HHAP-5 resources to fund new interim housing solutions, the applicant first demonstrates that the region has dedicated sufficient resources from other sources to long-term permanent housing solutions, including capital and operating costs, allowable uses of HHAP-5 base program allocation funds include all of the following:
  - 1) Permanent housing solutions, including all of the following:
    - a) Rental subsidies, including to support placement of individuals in Community Assistance, Recovery and Empowerment (CARE) Court.
    - b) Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and recruitment and relationship management costs.
    - c) Move-in expenses.
    - d) Operating subsidies in new and existing affordable or supportive housing units serving people experiencing homelessness, including programs such as Homekey, new or existing residential care facilities, funded by the Behavioral Health Continuum Infrastructure Program or the

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Community Care Expansion Program. Operating subsidies may include operating reserves.

- e) Homelessness prevention through rental assistance, rapid rehousing, and other programs, so long as they prioritize households at imminent risk of homelessness or households with incomes at or below thirty percent (30%) of the area median income, who pay more than fifty percent (50%) of their income in housing costs, and who meet criteria for being at highest risk of homelessness through data-informed criteria.
  - f) Problem-solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness.
  - g) Services for people in permanent housing, so long as the services are trauma-informed and practice harm reduction, to include intensive case management services, assertive community treatment services, critical time intervention services, other tenancy support services, evidence-based employment services, coordinating mental health, substance use, and primary care treatment, or other evidence-based supportive services to increase housing retention.
  - h) Capital for permanent housing that serves people experiencing homelessness, including conversion of underutilized buildings or existing interim or transitional housing into permanent housing.
- 2) Interim housing solutions, including all of the following:
- a) Navigation centers that are low barrier, as defined in Sections 65660 and 65662 of the Government Code, to include any of the following:
  - b) Operating expenses in existing congregate shelter sites.

**EXHIBIT A**

- c) Operating expenses in new or existing non-congregate shelter sites and transitional housing for youth.
  - d) Motel or hotel vouchers.
  - e) Services provided to people in interim housing, to include trauma-informed and evidence-based intensive case management services, housing navigation, connecting people to substance use or mental health treatment, public benefits advocacy, and other supportive services to promote stability and referral into permanent housing.
  - f) Capital funding to build new non-congregate shelter sites, including for construction, rehabilitation, and capital improvements to convert existing congregate sites into non-congregate sites.
  - g) Capital funding for clinically enhanced congregate or non-congregate shelter sites.
  - h) Youth-focused services in transitional housing.
- 3) Service provisions and systems support including all of the following:
- a) Services for people experiencing unsheltered homelessness, including street outreach, including, but not limited to, persons experiencing homelessness from encampment sites and those transitioning out of encampment sites funded by the program known as the Encampment Resolution Funding Grant consistent with HSC Section 50251 to access permanent housing and services. This includes evidence-based engagement services, intensive case management services, assertive community treatment, housing navigation, harm reduction services, coordination with street-based health care services, and hygiene services for people living in encampments and unsheltered individuals.
  - b) Services coordination, which may include access to workforce, education, and training programs, or other

**EXHIBIT A**

services needed to promote housing stability in supportive housing.

- c) 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.
  - d) Improvements to existing emergency shelters to lower barriers and increase privacy.
  - e) Any new interim sheltering funded by Round 5 funds must be low-barrier, comply with Housing First practices 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.
- 4) In addition to the eligible uses described above, the Grantee’s expenditure of its entire HHAP-5 Base Allocation must also comply with the following:
- a) At least ten percent (10%) of the funds shall be spent on services for homeless youth populations.
  - b) Not more than seven percent (7%) 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.

Grantee shall perform the work only in the areas as identified, and in accordance with any guidance from HCD.

5) **Contract Coordinator**

HCD’s Contract Coordinator for this Agreement is HCD’s Grants Program Design Section Chief or their designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be sent to the HCD Contract Coordinator electronically.

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The Representatives during the term of this Agreement will be:

	<b>PROGRAM</b>	<b>GRANTEE</b>
<b>ENTITY:</b>	California Department of Housing & Community Development	County of Yolo
<b>SECTION/UNIT:</b>	Policy and Program Support	
<b>ADDRESS:</b>	651 Bannon St SW, Suite 400 Sacramento, CA, 95811	PO BOX 1268, Woodland, CA 95776
<b>CONTRACT COORDINATOR</b>	Jeannie McKendry	Amrinder Singh
<b>PHONE NUMBER:</b>	(916) 490-9589	(530) 723-0143
<b>EMAIL ADDRESS:</b>	<a href="mailto:HPDHomelessnessGrants@hcd.ca.gov">HPDHomelessnessGrants@hcd.ca.gov</a> <a href="mailto:Jeannie.McKendry@hcd.ca.gov">Jeannie.McKendry@hcd.ca.gov</a>	<a href="mailto:amrinder.singh@yolocounty.gov">amrinder.singh@yolocounty.gov</a>

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at [HPDHomelessnessGrants@hcd.ca.gov](mailto:HPDHomelessnessGrants@hcd.ca.gov). HCD 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 HCD (indicated by the signature provided by HCD in the lower left section of page one, Standard Agreement, STD. 213), and when signed by all parties. Funds will be disbursed in accordance with Section 4 of Exhibit B.
- B. This Agreement shall terminate on June 30, 2029.
- C. On or before January 1, 2026, a Grantee shall submit to the Department an updated Regionally Coordinated Homelessness Action Plan, which shall include updates on the metrics and key actions to improve these metrics, which shall be reviewed and approved by HCD pursuant to HSC 50235 subdivision (h). A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent

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(50%) of their initial fifty percent (50%) HHAP-5 base allocation disbursement by June 30, 2026. This excludes both the HHAP-5 planning and Initial Supplemental Allocations. Upon demonstration by a recipient Grantee that it has complied with both of these requirements, the Department shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 base allocation pursuant to HSC Section 50235.

- 1) Grantee will demonstrate compliance with these obligation and expenditure requirements through monthly fiscal reports and by completing a certification documentation in the form and manner provided by HCD.

D. If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 base allocation, and HCD shall not allocate to the recipient the remaining fifty percent (50%) of its HHAP-5 base allocation, unless both of the following occur:

- 1) On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
- 2) HCD approves the alternative disbursement plan.

If a Grantee does not satisfy these requirements, HCD shall have the discretion to allocate the unused funding in a manner prescribed by HCD.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2027, the funds shall be returned to HCD to be allocated as supplemental awards in accordance with Health and Safety Code Section 50237.

E. All HHAP-5 funds, including base allocations, planning allocations, and supplemental funding, shall be expended by June 30, 2028.

F. Any funds, including planning allocations and supplemental funding, not expended by June 30, 2028, shall revert to, and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50235 subdivision (m).

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- G. HCD may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

7) **Capacity and Authority to Contract**

- A. By signing this Agreement, the Grantee is certifying that it has the capacity and authority to fulfill the obligations enumerated in this agreement. The Grantee further represents that it is authorized to execute this Agreement.
- B. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

**EXHIBIT B**

**BUDGET DETAIL AND DISBURSEMENT PROVISIONS**

1. **Payee**

Name: County of Yolo                      Amount: \$ 1,016,783.11

2. **Budget Detail & Changes**

A.     The Grantee agrees that HHAP-5 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.

B.     The Grantee shall expend the HHAP-5 funds on eligible activities as detailed in HSC 50234, subdivision (a)(1)(A) and 50236 and as described in the grantees latest approved HHAP-5 funding plan.

C.     Any changes to the Grantee’s budget must be approved in writing by HCD prior to incurring expenses.

3. **General Conditions Prior to Disbursement**

A.     All Grantees must submit the following forms prior to this HHAP-5 allocation being released:

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

4. **Disbursement of Funds**

A.     **Initial Disbursement**

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- 1) The Initial Disbursement of the HHAP-5 allocation includes the initial HHAP-5 base allocation, HHAP-5 planning allocation, and initial supplemental allocation. These funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by HCD.
- 2) The Initial disbursement of HHAP-5 funds will be disbursed in one allocation, and issued to the Grantee, identified on the Payee Data Record Form or Government Agency Taxpayer ID Form.

**B. Remainder Disbursement**

- 1) HCD will disburse the remaining fifty percent (50%) of HHAP-5 base allocation upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its initial Round 5 base allocation, as described below, and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan that includes updates on measures and illustrates the advancement of key actions outlined in the original Regionally Coordinated Action Plan to improve those measures, as outlined in Section 50235(h).
  - a) A Grantee shall contractually obligate no less than seventy-five percent (75%) and shall expend no less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 base allocation by June 30, 2026. This excludes both the HHAP-5 planning allocation and the supplemental allocation. Upon demonstration by a grantee that it has complied with this requirement and receives approval for the submitted Updated Regionally Coordinated Homelessness Action Plan, HCD shall disburse to that recipient the remaining fifty percent (50%) of its HHAP-5 program allocation pursuant to Section 50234.
  - b) If a Grantee has obligated less than seventy-five percent (75%) or expended less than fifty percent (50%) of their initial fifty percent (50%) HHAP-5 program allocation by June 30, 2026, the Grantee shall not contractually obligate or expend any remaining portion of its initial HHAP-5 program allocation, and HCD shall not allocate to the recipient the

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remaining fifty percent (50%) of its HHAP-5 program allocation, unless both of the following occur:

- i. On or before June 30, 2026, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay.
- ii. HCD approves the alternative disbursement plan. If HCD cannot approve an alternative disbursement plan, HCD will provide the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- c) HCD may withhold the remaining fifty percent (50%) of HHAP-5 program allocation funds from a jurisdiction that repeatedly failed to take action as specified in its Regionally Coordinated Homelessness Action Plan, or that took actions adverse to achieving the plan objectives provided pursuant to Section 50233, until such time the jurisdiction demonstrates to HCD they are in substantial compliance with the requirements of HSC 50235 subdivision (h).

**5. Expenditure of Funds**

All HHAP-5 funds must be spent consistent with the intent of the Program and the eligible uses identified in HSC section 50234, subdivision (a)(1)(A) and 50236 and in alignment with the Grantee’s latest, approved funding plan.

**6. Ineligible Costs**

- A. HHAP-5 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 HSC section 50234, subdivision (a)(1)(A) and 50236.
- B. HCD 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-5 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.

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- C. An expenditure which is not authorized by this Agreement, or by written approval of the Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be immediately repaid to HCD by the Grantee. A Grantee shall be prohibited from applying for future HHAP funds until they have repaid these funds to HCD.
- HCD, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-5 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.
- E. Program funds shall not be used to supplant existing Encampment Resolution Funding Grant funds provided under HSC section 50251.

**EXHIBIT D****HHAP GENERAL TERMS AND CONDITIONS****1. Termination and Sufficiency of Funds****A. Termination of Agreement**

HCD 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 D](#); violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within thirty (30) days of HCD's notice of termination.

**B. Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to HCD 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 D Section 12 \(Special Conditions – Grantees/Sub Grantee\)](#) or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

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

Grantee has submitted to HCD an application for HHAP-5 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. HCD 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

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requested through the formal HHAP Budget Modification Request Process and are subject to approval by HCD.

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 HCD approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

**4. Reporting/Audits****A. Reporting Requirements**

- 1) Annual Report: Grantees will be responsible for submitting an annual report no later than April 1 each year following the receipt of funds until all funds are fully expended. The annual report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by HCD. The annual report must provide information on activities through the prior calendar, including, but not limited to, an ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information HCD deems appropriate or necessary.
- 2) Monthly Fiscal Report: Grantees will be responsible for submitting a monthly fiscal report in accordance with HSC section 50223, in the form and method provided by HCD. The monthly fiscal report must provide information, including but not limited to, the obligation and expenditure status of the program funds by eligible uses category.
- 3) Final Report: Grantees will be responsible for submitting a final report in accordance with HSC section 50223 no later than April 1, 2029, and must be submitted in the form and method provided by HCD. The final report must provide information, including but not limited to, detailed uses of all program funds.

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- 4) **HMIS/HDIS Reporting:** Grantees and their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021), and that data must be shared quarterly with the statewide Homeless Data Integration System (HDIS). As part of reporting responsibilities in accordance with HSC sections 50221, 50222, and 50223, Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide Homeless Data Integration System to fulfill grantee reporting requirements under HSC sections 50221, 50222, and 50223, however improper reporting into that system may require HCD to seek additional information directly from Grantees. Grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS is not properly tracked and shared.
- 5) HCD may require additional supplemental reporting with written notice to the Grantee.
- 6) Grantee may, at their discretion, fully expend their HHAP-5 allocation prior to the end date of the grant term and will not be required to submit monthly fiscal reports after the month in which their allocation was fully expended.

**B. Auditing**

HCD reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-5 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- 1) The audit shall be performed by an independent certified public accountant.

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

**5. Inspection and Retention of Records**

**A. Record Inspection**

HCD 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 HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD 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-5 program guidance document published on the website, and this Agreement.

In accordance with HSC section 50220.8, subdivision (m), if upon inspection of records HCD identifies noncompliance with grant requirements, HCD 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.

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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.

### C. Public Records Act

The Grantees' final HHAP-5 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

## 6. **Breach and Remedies**

### A. Breach of Agreement

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

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, HHAP-5 funds provided under this Agreement for any ineligible activities.
- 3) 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 HCD in law or equity for breach of this Agreement, HCD may:

- 1) Bar the Grantee from applying for future HHAP funds.
- 2) Revoke any other existing HHAP award(s) to the Grantee.
- 3) Require the return of any unexpended HHAP-5 funds disbursed under this Agreement.

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- 4) Require repayment of HHAP-5 funds disbursed and expended under this Agreement.
  - 5) Require the immediate return to HCD of all funds derived from the use of HHAP-5 funds.
  - 6) 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-5 requirements.
- C. All remedies available to HCD are cumulative and not exclusive.
- D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (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 HCD 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 HCD to enforce these provisions.

**8. Nondiscrimination**

During the performance of this Agreement, the 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

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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, HSC 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 (2) 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 (12) 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 (12) month period prior to his or her leaving State service.

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- 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, section 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:
  - 1) The dangers of drug abuse in the workplace.
  - 2) Grantee’s policy of maintaining a drug-free workplace.
  - 3) Any available counseling, rehabilitation, and employee assistance program; and
  - 4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

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- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
- 1) Will receive a copy of Grantee's drug-free policy statement, and
  - 2) 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 Exhibits C and D. These conditions shall be met to the satisfaction of HCD 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-5 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:

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- 1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
- 2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
- 3) 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.
- 4) Agree to include all the terms of this Agreement in each subcontract.

- B. The Grantee shall monitor the activities of all subgrantees to ensure compliance with all requirements under the HHAP program.

As requested by HCD, the Grantee shall provide to HCD all monitoring documentation necessary to ensure that Grantee and its subgrantees are in continued compliance with HHAP requirements. Such documentation requirements shall be provided by HCD when the information is requested.

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, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the HHAP-5 program, the Grantee, its subrecipients, and all eligible activities.

The 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. The 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,

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environmental protection, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to HCD upon request.

**14. Inspections**

- A. The 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. HCD 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. The 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 HCD, shall not affect any other provisions of this Agreement and the Initial terms 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 HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, 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 HCD.

**EXHIBIT E****SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-5 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-5 funds, must be used for HHAP-5-eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.
2. Per HSC section 50234 subdivision (f), any housing-related activities funded with HHAP-5 funds, including but not limited to emergency shelter (per HSC section 50236 subdivision (c)(3)(E), 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-5 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
3. The Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-5-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-5 funding (e.g., by creating appropriate HHAP-5-specific funding sources and project codes in HMIS).
4. The Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the HMIS in accordance with their existing Data Use Agreements, and as required by HSC sections 50234(b) and 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the Homeless Management Information System, or the State Homeless Data Integration System (HDIS), which compiles all HMIS data into a statewide data warehouse, shall not be subject to public inspection or disclosure under the California Public

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Records Act. 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. HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, HCD, 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. The Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
6. The Grantee agrees to demonstrate a commitment to racial equity and, per HSC section 50222 subdivision (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, 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. The 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.
8. HCD reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.
9. The Department represents that the intent of [Exhibit D Section 1\(B\)](#) is only to preserve the legislature’s ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in Homeless Housing, Assistance and Prevention Program, Round 5 Notice of Funding Availability dated September 29, 2023 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of [Exhibit D Section 1\(B\)](#) once construction has commenced in compliance with Program requirements and in

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accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

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