

**HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM (“HHAP”)  
SUBRECIPIENT AGREEMENT**

**Between  
SHASTA COUNTY THROUGH ITS COMMUNITY ACTION AGENCY  
and  
COUNTY OF SISKIYOU THROUGH ITS DEPARTMENT OF  
HEALTH AND HUMAN SERVICES AGENCY**

This Subrecipient Agreement is entered into between the County of Shasta, through its Housing and Community Action Agency, a political subdivision of the State of California (“SCCAA”) and County of Siskiyou through its Department of Health and Human Services Agency, a political subdivision of the State of California (“Subrecipient”).

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The term of this Agreement is: June 19, 2020 (“Effective Date”) through June 30, 2025.

The maximum amount of this Agreement is:           \$ 260,958.79

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:

Exhibit A:	Authority, Purpose, and Scope of Work	4 pages
Exhibit B:	Budget Detail and Payment Provisions	4 pages
Exhibit C:	Terms and Conditions	8 pages
Exhibit D:	Special Terms and Conditions (HHAP)	2 pages
Exhibit E:	Special Terms and Conditions (SCCAA)	8 pages
Exhibit F:	Inter Agency HMIS Data Share Agreement	2 pages
Exhibit G:	Subrecipient’s Request for Funds Form	1 page
<b>TOTAL NUMBER OF PAGES ATTACHED:</b>		<b>29 pages</b>

***Exhibits and Signature Page Follow***

**SUBRECIPIENT AGREEMENT****EXHIBIT A**Authority, Purpose, and Scope of Work**Homeless Housing, Assistance, And Prevention Program (HHAP)****1. Authority**

The State of California has established the Homeless Housing, Assistance, and Prevention Program (“HHAP” or “Program” or “grant”) pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019.)

The Program is administered by the California Homeless Coordinating and Financing Council (“Council”) in the Business, Consumer Services and Housing Agency (“Agency”). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+) and counties as defined in the December 6, 2019 HHAP Notice of Funding Availability (“NOFA”) to support regional coordination and expand or develop 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.

**2. Purpose**

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. In accordance with the authority cited above, an application was created and submitted by the SCCAA on behalf of CA-516 in accordance with Agreement Number 20-HHAP-00048 for HHAP funds to be allocated for eligible uses as stated in Health and Safety Code section 50219, subdivision (c)(1) – (8).

**3. Definitions**

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

- a) “Agency” means the Business, Consumer Services and Housing Agency.
- b) “Applicant” means a continuum of care, city, or county.
- c) “City” means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- d) “Continuum of care” means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- e) “Coordinated Entry System” means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that

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EXHIBIT A**

- f) section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- g) “Council” means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- h) “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.
- i) “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.
- j) “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.
- k) “Homeless point-in-time count” means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the SCCAA by the date by which HUD’s certification of the 2019 homeless point-in-time count is finalized. The SCCAA shall review and approve or deny a request described in the previous sentence along with a jurisdiction’s application for homeless funding.
- l) “Homeless youth” means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.
- m) “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.
- n) “Jurisdiction” means a city, city that is also a county, county, or continuum of care, as defined in this section.
- o) “Jurisdiction” means a city, city that is also a county, county, or continuum of care, as defined in this section.
- p) “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

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experiencing homelessness to income, public benefits, health services, shelter, and housing.

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

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

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

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

**4. Scope of Work**

The Subrecipient shall expend and use all of the funding distributed to it under this Agreement only for uses consistent with Health and Safety Code section 50219, subdivision (c)(1) – (8), and any other applicable laws. Eligible uses include the following:

- A. Rental assistance and rapid rehousing.
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Incentives to landlords, including, but not limited to, security deposits and holding fees.
- D. Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing.
- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.

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- G. Prevention and shelter diversion to permanent housing.
- H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
  - i. The number of available shelter beds in the city, county, or region served by a continuum of care.
  - ii. Shelter vacancy rate in the summer and winter months.
  - iii. Percentage of exits from emergency shelters to permanent housing solutions.
  - iv. A plan to connect residents to permanent housing.

**5. Effective Date, Term of Agreement, and Deadlines**

- A. This Agreement is effective as of the “Effective Date” as stated on this Subrecipient Agreement’s cover page.
- B. All HHAP grant funds (100 percent) must be expended by June 30, 2025. Any funds not expended by that date shall revert to the General Fund. (Health & Safety Code, § 50220, subdivision (e).)

**6. Special Conditions**

Subrecipient acknowledges and understands that pursuant to Agreement Number 20-HHAP-00048 between SCCAA and the State, the State reserves the right to add any special conditions to its Agreement with SCCAA which the State deems necessary to ensure the goals of the Program are achieved. In the event any such changes are made by the State to its Agreement with SCCAA that necessitate changes to this Subrecipient Agreement, or other circumstances arise in which SCCAA determines that in its discretion would necessitate changes, SCCAA reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.

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**SUBRECIPIENT AGREEMENT**  
**EXHIBIT B**  
Budget Detail and Payment Provisions

**1. Budget Detail**

The Subrecipient agrees that HHAP 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 homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

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

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the budget approved with the Subrecipient's application, provided however, that if in SCCAA's sole discretion, it determines that a request to and approval by Agency is required or preferred, then Subrecipient shall undertake any reasonably required actions in order to request and obtain such approval from Agency. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP Grant Manager or his/her designee, in writing, before the Subrecipient may expend HHAP funds according to an alternative budget. The SCCAA will respond to Subrecipient with approval or denial of request. Failure to obtain written approval from the SCCAA or his/her designee as required by this section may be considered a breach of this Agreement.

Consistent with the Application submitted by SCCAA in February 2020, Subrecipient shall use and expend all funds provided to Subrecipient pursuant to this Agreement for the following eligible activities:

**2. General Conditions Prior to Disbursement**

General Requirements – All Subrecipients must submit the following forms prior to HHAP funds being released:

- A. Request for Funds Form ("RFF"); and
- B. Four original signed and fully executed Subrecipient Agreements, Subrecipient initialed Exhibits A through E, and Subrecipient signed Exhibit F; and
- C. Any other documents, certifications, or evidence requested by SCCAA or otherwise required by the State or by law as part of the HHAP application.

**3. Disbursement of Funds**

Within 30 days of the effective date of this Agreement, Subrecipient shall submit a valid and correct Request for Funds ("RFF", Exhibit F) to SCCAA. The Request for Funds must

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include the approved activities and amount of funded for expenditures under each eligible use accordingly. HHAP funds will be disbursed promptly to the Subrecipient upon receipt, review, and approval of a completed and correct Request for Funds by SCCAA. Once the Request for Funds has been received by SCCAA, SCCAA will disburse the HHAP funds to Subrecipient in a single allocation in the amount of \$ 260,958.79, which amount is one-hundred percent (100%) of the HHAP Grant funds allocated and awarded to Subrecipient under the HHAP Application submitted by SCCAA on behalf of Subrecipient. In no event shall the maximum amount disbursed to Subrecipient by SCCAA exceed \$260,958.79. Subrecipient shall ensure that HHAP funds are held in an interest-bearing account

**4. Expenditure of Funds**

Specific requirements and deadlines for contractually obligating and expending awarded Grant funds are defined in the HHAP statues, and Health and Safety Code Sections 50218, 50219, and 50220 which mandates the following:

- A. One hundred percent of HHAP funds shall be expended by June 30, 2025.
- B. Any funds not expended by June 30, 2025 shall be returned to SCCAA and will then be returned to Business Consumer Services and Housing Agency (BCSH) and will revert to the State General Fund.

Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and other relevant provisions established under California Senate Bill 850, the NOFA, and this Agreement.

**5. Reimbursement**

HHAP program funds should not generally be obligated or expended prior to the effective date of this Agreement. However, Agency acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

- A. Reimbursement is not permitted for activities occurring prior to July 1, 2019.
- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from Homeless Coordinating and Financing Council (HCFC) must be obtained prior to obtaining reimbursement.

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D. Capital improvement projects pertaining to emergency shelters and navigation centers are still required to demonstrate need. Eligible applicants are required to submit the following information for HCFC to review and approve or deny such projects, and Subrecipient shall, if requested by SCCAA, also inform and keep SCCAA updated with this information:

- (1) The number of available shelter beds in the jurisdiction;
- (2) The shelter vacancy rate in the summer and winter months;
- (3) The percentage of exits from emergency shelters to permanent housing solutions; and
- (4) A plan to connect residents to permanent housing.

**6. Ineligible Costs**

HHAP 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 sections 50218 and 50219.

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

SCCAA and Agency each reserve the right to request additional information and clarification to determine the reasonableness and eligibility of all costs or expenses to be paid or incurred by Subrecipient with funds made available by this Agreement. If the Subrecipient uses HHAP funds to pay for ineligible activities, the Subrecipient shall be required to reimburse these funds immediately to SCCAA or, if required by the State or as SCCAA may otherwise direct, to Agency.

- A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to SCCAA by the Subrecipient.
- B. Expenditures for activities not described in Exhibit A Paragraph 7 or Exhibit B Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by SCCAA prior to the expenditure of funds for those activities.
- C. SCCAA, at its sole and reasonable discretion, shall make the final determination regarding allow ability of expenditures of HHAP funds.

**7. Administrative Costs**

Administrative costs are not an eligible expense under this agreement.

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**8. Budget Changes**

After the effective date of this Agreement, the Subrecipient agrees that no changes shall be made to the Subrecipient's HHAP budget, funded homeless service providers, or eligible activities listed in the RFF without first obtaining approval from SCCAA or, if applicable, from Agency, or both. Subrecipient further agrees that any such changes shall comply with all applicable laws, rules, applications, and State requirements. Any changes to this Agreement must be requested by the Subrecipient in writing through submission of a Change Request Form. Change Request Forms must be requested from SCCAA. Changes must be approved in writing by SCCAA.

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**SUBRECIPIENT AGREEMENT**  
**EXHIBIT C**  
Terms and Conditions  
Homeless Housing, Assistance, and Prevention Program (HHAP)

**1. Termination and Sufficiency of Funds**

- A. SCCAA may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Subrecipient. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Subrecipient shall be returned to Agency within 30 days of SCCAA's notice of termination.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Subrecipient by SCCAA through 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**

Subrecipient 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 with the prior written approval of SCCAA and a formal amendment to this Agreement to affect such subcontract or novation.

**3. Subrecipients' Application for Grant Funds**

- A. Subrecipient has submitted to SCCAA an Application for HHAP Grant funds to provide Rental Assistance and rapid rehousing, Operating subsidies, Incentives to landlords, Outreach and coordination, System Support Program funds in the Continuum of Care Region, Delivery of permanent housing and innovative housing solutions, Prevention and shelter diversion to permanent housing, and new navigation centers and emergency shelters. SCCAA is entering into this Agreement on the basis of, and in substantial reliance upon, Subrecipient's facts, information, assertions, and representations contained in that Application, and in any subsequent modifications or additions thereto approved by SCCAA. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

Subrecipient 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 the Subrecipient's knowledge. In the event

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

**4. Reporting/Audits**

- A. The Subrecipient shall submit quarterly and annual written reports with the first annual report due December 1, 2020, for previous fiscal year (7/1-6/30), to SCCAA on forms provided by SCCAA. If the Subrecipient fails to provide such documentation, SCCAA may terminate this Agreement. A final report must be submitted to SCCAA by Subrecipient by December 1, 2025.
- B. The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Agency:
1. An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.
  2. The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.
  3. The types of housing assistance provided, broken out by the number of individuals.
  4. Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, SCCAA requires the Subrecipient to promptly and timely submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter and Subrecipient acknowledges and agrees that SCCAA is required to comply with certain reporting requirements to Agency and that Subrecipient will rely on the timely submission by Subrecipient of Subrecipient's reports for that purpose. Subrecipient shall submit a report to the SCCAA on a form and method provide by the SCCAA, that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information the agency deems appropriate or necessary.

SCCAA may require additional supplemental reporting with written notice to the Subrecipient.

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- C. SCCAA and Agency each reserve the right to perform or cause to be performed a financial audit. At SCCAA's request, the Subrecipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
1. If a financial audit is required by SCCAA, the audit shall be performed by an independent certified public accountant.
  2. The Subrecipient shall notify SCCAA of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by SCCAA to the independent auditor's working papers.
  3. The Subrecipient is responsible for the completion of audits and all costs of preparing audits.
  4. If there are audit findings, the Subrecipient must submit a detailed response acceptable to SCCAA for each audit finding within 90 days from the date of the audit finding.

**5. Inspection and Retention of Records**

**A. Record Inspection**

The Subrecipient agrees that SCCAA or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Subrecipient agrees to provide SCCAA, or its designee, with any relevant information requested. The Subrecipient agrees to give SCCAA 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 program guidance document published on the website, and this Agreement.

**B. Record Retention**

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

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

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**6. Retention and Inspection of Records**

**A. Breach of Agreement**

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

1. Subrecipient's failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, HHAP 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 SCCAA in law or equity for breach of this Agreement, Subrecipient acknowledges and agrees that SCCAA, or Agency, may:

1. Bar the Subrecipient from applying for future HHAP funds;
2. Revoke any other existing HHAP award(s) to the Subrecipient;
3. Require the return of any unexpended HHAP funds disbursed under this Agreement;
4. Require repayment of HHAP funds disbursed and expended under this Agreement;
5. Require the immediate return to SCCAA of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds; and
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements, notwithstanding whether or not an otherwise adequate legal remedy is available to Subrecipient or Agency.

C. All remedies available to SCCAA are cumulative and not exclusive.

D. SCCAA may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 15 days.

**7. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Subrecipient to enforce at any time the provisions of this Agreement, or to require at any time, performance by the SCCAA 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 Subrecipient to enforce these provisions.

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**8. Compliance with Laws; Non-Discrimination**

During the performance of this Agreement, Subrecipient and its subcontractors 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. Subrecipients and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) *et. seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 *et. seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its subcontracts 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**

Subrecipients are subject to State and Federal conflict of interest laws. 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. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411 for State conflict of interest requirements.

- 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 contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he

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or she left the State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to this or her leaving State service.

- C. Employees of the Subrecipient: Employees of the Subrecipient 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 California Political Reform Act, Government Code section 87100 *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, Subrecipient hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. 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).
- B. 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. Subrecipient'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, Subrecipients, and subcontractors for drug abuse violations.
- C. 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 Subrecipient's drug-free policy statement, and

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2. Will agree to abide by terms of Subrecipient's condition of employment or subcontractor.

**11. Child Support Compliance Act**

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

- A. The Subrecipient 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 Subrecipient, 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 – Subrecipient/Subcontractor**

The Subrecipient agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Subrecipient shall ensure that all Subcontractors 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 funds. Failure to comply with these conditions may result in termination of this Agreement.

- A. The Agreement between the Subrecipient and any Subcontractors shall require the Subrecipient and its Subcontractors, if any, to:
  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 Subrecipient or any Subcontractor in performing the Work or any part of it.
  4. Agree to include all the terms of this Agreement in each subcontract.

Subrecipient's Initials \_\_\_\_\_



**SUBRECIPIENT AGREEMENT  
EXHIBIT C**

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

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

Subrecipient 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. Subrecipient 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. Subrecipient shall provide copies of permits and approvals to Agency upon request.

**14. Inspections**

- A. Subrecipient 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. Agency 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. Subrecipient 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 subcontractor 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 SCAA or Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- B. The Subrecipient shall notify SCAA and Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

Subrecipient's Initials \_\_\_\_\_

**SUBRECIPIENT AGREEMENT**  
**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**  
**Homeless Housing, Assistance, and Prevention Program (HHAP)**

**1. Special Conditions.**

- A. All proceeds from any interest-bearing account established by the Subrecipient for the deposit of HHAP funds, along with any interest-bearing accounts opened by Subrecipient for the deposit of HHAP funds, must be used for HHAP-eligible activities.
- B. Any housing-related activities funded with HHAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- C. Subrecipient agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded project, services and clients served. For this purpose, SCCAA agrees to provide Subrecipient access to Homeless Management Information System (HMIS) with an executed Personal Services and Sublicense Agreement. Subrecipient 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 funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS). All client level data must be collected and entered into HMIS for all persons served using HHAP funds. Subrecipient may be required to participate in any statewide initiatives as directed by Business, Consumer Services and Housing Agency (BCSH) including but not limited to, a statewide data integration environment.
- D. Subrecipient agrees to participate in the statewide data system or warehouse created by Agency or SCCAA to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency or SCCAA to access Subrecipient's HMIS data for that purpose.
- E. If Subrecipient is a continuum of care or is a jurisdiction that accepted redirected funding from a continuum of care, it shall review and execute any required data use agreements, including but not limited an InterAgency HMIS Data Share Agreement in the form as set forth in Exhibit F, which is attached and incorporated hereto, in order to ensure compliance with Health and Safety Code section 50219, subdivision (a)(7) and (10). Subrecipient's failure to timely execute an Inter-Agency HMIS Data Share Agreement and any other data use agreements, if required, will constitute a breach of this Agreement. In this event, SCCAA, in its sole and absolute discretion, may exercise any and all remedies permitted by this Agreement or by applicable law.

Subrecipient's Initials \_\_\_\_\_

**SUBRECIPIENT AGREEMENT  
EXHIBIT D**

**2. Entire Agreement: Amendments: Headings: Exhibits/Appendices**

- A. This Agreement constitutes the entire understanding of the parties hereto. Subrecipient shall be entitled to no other benefits other than those specified herein. Subrecipient specifically acknowledges that in entering into and executing this Agreement, Subrecipient relies solely upon the provisions contained in this Agreement and no others.
  
- B. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this Agreement and do not cause an increase to the maximum amount payable under this Agreement may be agreed to in writing between Subrecipient and SCCAA's Director, provided that the amendment is in substantially the same format as the SCCAA's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101) and provided further that the change, amendment or alteration is not otherwise subject to prior approval by Agency or the State of California.
  
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

Subrecipient's Initials \_\_\_\_\_

**SUBRECIPIENT AGREEMENT**  
**EXHIBIT E**  
**SPECIAL TERMS AND CONDITIONS**  
**SCCAA**

**1. Employment Status of Subrecipient**

Subrecipient shall, during the entire term of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow SCCAA to exercise discretion or control over the professional manner in which Subrecipient performs the work or services that are the subject matter of this Agreement; provided, however, that the work or services to be provided by Subrecipient shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of SCCAA is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Subrecipient shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from Grant funds if Subrecipient were a SCCAA employee. SCCAA shall not be liable for deductions for any amount for any purpose from Subrecipients Grant funding. Subrecipient shall not be eligible for coverage under SCCAA's workers' compensation insurance plan nor shall Subrecipient be eligible for any other SCCAA benefit. Subrecipient must issue W-2 and 941 Forms for income and employment tax purposes, for all of Subrecipients assigned personnel under the terms and conditions of this Agreement.

**2. Indemnification**

To the fullest extent permitted by law, Subrecipient shall indemnify and hold harmless SCCAA, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this Agreement by Subrecipient, or by any of Subrecipients' subcontractors, any person employed under Subrecipient, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of CAA. Subrecipient shall also, at Subrecipients' own expense, defend the CAA, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against CAA, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this Agreement by Subrecipient, or any of Subrecipient subcontractors, any person employed under Subrecipient, or under any Subcontractor, or in any capacity. Subrecipient shall also defend and indemnify CAA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless CAA with respect to Subrecipients' "independent contractor" status that would establish a liability on CAA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Subrecipient's Initials \_\_\_\_\_

**SUBRECIPIENT AGREEMENT  
EXHIBIT E**

**3. Insurance Coverage**

- A. Without limiting Subrecipient's duties of defense and indemnification, Subrecipient and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect SCCAA and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by SCCAA.
- B. Subrecipient and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Subrecipient, subcontractor, Subrecipient's partner(s), subcontractor's partner(s), Subrecipient's employees, and subcontractor's employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Subrecipient or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *SCCAA, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this Agreement. Subrecipient hereby certifies that Subrecipient is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Subrecipient shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this Agreement
- C. Subrecipient shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Subrecipient shall require subcontractors to furnish satisfactory proof to SCCAA that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Subrecipient pursuant to this Agreement.
- E. With regard to all insurance coverage required by this Agreement:
1. Any deductible or self-insured retention exceeding \$25,000 for Subrecipient or subcontractor shall be disclosed to and be subject to approval by the SCCAA Risk Manager prior to the effective date of this Agreement.
  2. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Subrecipient or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to

Subrecipient's Initials \_\_\_\_\_

**SUBRECIPIENT AGREEMENT  
EXHIBIT E**

the effective date of this Agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Subrecipient or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Agreement.

3. All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *SCCAA, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to SCCAA within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this Agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
4. Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought."
5. Subrecipient shall provide SCCAA with an endorsement or amendment to Subrecipient's policy of insurance as evidence of insurance protection before the effective date of this Agreement.
  6. The insurance coverage required herein shall be in effect at all times during the term of this Agreement. In the event any insurance coverage expires at any time during the term of this Agreement, Subrecipient shall provide SCCAA, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. In the event Subrecipient fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this Agreement,

Subrecipient's Initials \_\_\_\_\_

**SUBRECIPIENT AGREEMENT  
EXHIBIT E**

SCCAA may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- 7. If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Subrecipient shall provide SCCAA a certificate of insurance reflecting those limits.
- 8. Any of Subrecipient’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of SCCAA.

**4. Notice of Claim; Applicable Law; Venue**

- A. If any claim for damages is filed with Subrecipient or if any lawsuit is instituted concerning Subrecipient’s performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect SCCAA, Subrecipient shall give prompt and timely notice thereof to SCCAA. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of work of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. Any dispute between the Parties, and the interpretation of this Agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in SCCAA.

**5. Performance Standards**

Subrecipient shall perform the work or services required by this Agreement in accordance with the industry and/or professional standards applicable to Subrecipient’s work or services.

**6. Notices**

- A. Except as provided in Exhibit C, section 1.A. of this Agreement, any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to SCCAA:                      Director  
    Shasta County Department of Housing and  
    Community Action Agency  
    1450 Court Street, Suite 108  
    Redding, CA 96001

Subrecipient’s Initials \_\_\_\_\_

**SUBRECIPIENT AGREEMENT  
EXHIBIT E**

Telephone (530) 225-5160  
Fax (530) 225-5178

If to Subrecipient: County Administrator  
County of Siskiyou  
2060 Campus Drive  
Yreka, CA 96097  
Telephone (530) 842-8005  
Email: [adavis@co.siskiyou.ca.us](mailto:adavis@co.siskiyou.ca.us)

- B. Any oral notice authorized by this Agreement shall be given to the persons specified in Section 6.A. above and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this Agreement, any written or oral notices on behalf of the SCCAA as provided for in this Agreement may be executed and/or exercised by the Shasta County Executive Officer.

**7. Agreement Preparation**

It is agreed and understood by SCCAA and Subrecipient that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this Agreement within the meaning of section 1654 of the Civil Code.

**8. Compliance with Political Reform Act**

Subrecipient shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the SCCAA's Conflict of Interest Code, with regard to any obligation on the part of Subrecipient to disclose financial interests and to recuse from influencing any SCCAA decision which may affect Subrecipients financial interests. If required by the SCCAA's Conflict of Interest Code, Subrecipient shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**9. Property Taxes**

Subrecipient represents and warrants that Subrecipient, on the date of execution of this Agreement, (1) has paid all property taxes for which Subrecipient is obligated to pay or (2) is current in payments due under any approved property tax payment arrangement. Subrecipient shall make timely payment of all property taxes at all times during the term of this Agreement.

Subrecipient's Initials \_\_\_\_\_



**SUBRECIPIENT AGREEMENT  
EXHIBIT E**

**10. Severability**

If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or SCCAA ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**11. Scope and Ownership of Work**

All research data, reports, and every other work product of any kind or character arising from or relating to this Agreement shall become the property of the SCCAA and be delivered to the SCCAA upon completion of its authorized use pursuant to this Agreement. SCCAA may use such work products for any purpose whatsoever. All works produced under this Agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the SCCAA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this Agreement, Subrecipient shall retain all of Subrecipient's rights in Subrecipient's own proprietary information, including, without limitation, Subrecipient's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Subrecipient prior to, or acquired by Subrecipient during the performance of this Agreement and Subrecipient shall not be restricted in any way with respect thereto.

**12. Prevailing Wages**

County shall and shall require Subrecipient and Subrecipient's subcontractor(s) performing any work that constitutes a public works project as defined by California law including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of a publicly leased or operated building or structure, to comply with all provisions of California law regarding construction that constitutes a public works project. Any agreement between County, Subrecipient and a third party for work that constitutes a public works project shall include the following provision:

- A. Subrecipient shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Agreement in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at Shasta County's Department of Public Works, located at 1855 Placer Street, Redding, California, and are available to Subrecipient upon request. Subrecipient shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

Subrecipient's Initials \_\_\_\_\_

**SUBRECIPIENT AGREEMENT  
EXHIBIT E**

**13. California Environmental Quality Act (“CEQA”): Notice of Exemption**

For purposes of this Subrecipient Agreement, the County is acting in the capacity as a pass through entity for purposes of disbursing funds to the Subrecipient. The Subrecipient agrees that it will comply with any and all environmental laws and regulations, including but not limited to CEQA, that are applicable to any and all work, expenditure of funds, activities, or projects arising out of or related to the use of funds disbursed to Subrecipient by this Agreement.

**14. Timeliness**

Time is of the essence in this Agreement.

**15. Counterparts/Electronic, Facsimile, And PDF Signatures**

This Subrecipient Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

*Signature Page Follows*

Subrecipient’s Initials \_\_\_\_\_

IN WITNESS WHEREOF, SCCAA and Subrecipient have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

SCCAA

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

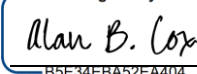
\_\_\_\_\_  
JOE CHIMENTI, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

Matthew P. Pontes  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

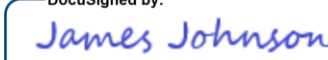
By:  \_\_\_\_\_  
DocuSigned by:  
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Date: 05/25/2021 | 3:08:35 PM PDT

Name: Alan B. Cox

Title: Deputy County Counsel III, County of Shasta

RISK MANAGEMENT APPROVAL

By:  \_\_\_\_\_  
DocuSigned by:  
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Date: 05/25/2021 | 1:20:05 PM PDT

Name: James Johnson

Title: Risk Management Analyst III

SUBRECIPIENT

By: \_\_\_\_\_

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

Name: Angela Davis

Title: County Administrator

Tax I.D.#: 94-6000537

Subrecipient's Initials \_\_\_\_\_

**SUBRECIPIENT AGREEMENT  
EXHIBIT F**

**NorCal CA-516 Inter-Agency HMIS Data Sharing Agreement**

By signing this Inter-Agency Data Sharing Agreement, Siskiyou County shall be designated a “Participating Agency” in the NorCal CA-516 HMIS system. This Participating Agency agrees to share the demographic and programmatic data (when authorized to do so by the client) using the NorCal CA-516 Homeless Management Information System (HMIS). The Participating Agency’s client data shall be shared with all participating HMIS agencies that also have a signed Inter-Agency Data Sharing Agreement and an HMIS Personal Services Agreement on file with the HMIS Lead Agency (Shasta County). Each individual HMIS user must complete and comply with the HMIS User Agreement.

**Authorized Uses of HMIS Data:**

- Coordinate housing services for families and individuals experiencing homelessness or facing a housing crisis across the NorCal and/or Dos Rios Continuum of Care service area which includes the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Glenn, Trinity and Colusa.
- Understand the extent and nature of homelessness.
- Evaluate performance and progress toward NorCal and/or Dos Rios Continuum of Care benchmarks.
- Improve the programs and services available to residents in the NorCal and/or Dos Rios Continuum of Care service area experiencing homelessness or facing a housing crisis.
- Improve access to services for NorCal and/or Dos Rios Continuum of Care homeless persons and at-risk populations.
- Reduce inefficiencies and duplication of services within our community.
- Ensure that services are targeted to those most in need, including “hard to serve” populations.
- Ensure that clients receive the amount and type of services that “best fits” their needs and preferences.
- Pursue additional resources for ending homelessness
- Advocate for policies and legislation that will support efforts to end homelessness in NorCal and/or Dos Rios Continuum of Care service area.
- Coordinate the data required to complete the HUD required Point in Time (PIT) Count and Housing Inventory Count (HIC).

**Participating Agency Requirements:**

Each Participating Agency agrees that it shall:

- Shall ensure with respect to any and all information, shall only use, share, distribute, disclose, release, or obtain information in accordance with the Nor Call CoC HMIS Policies and Procedures. The Participating Agency will produce a client profile at intake that will be shared by collaborating agencies.

Subrecipient’s Initials \_\_\_\_\_

**SUBRECIPIENT AGREEMENT  
EXHIBIT F**

- The Participating Agency will produce anonymous, aggregate-level reports regarding use of services, identify unfilled service needs and plan for the provision of new services, allocate resources among agencies engaged in the provision of new services and track individual program-level outcomes.
- The Participating Agency will not access identifying information for any individual who is (a) not a client of the Participating Agency or (b) who has not consented in writing to share, disclose, or release of that information. The Participating Agency may access its clients' identifying information on an as needed basis and request in writing access to statistical, non-identifying information on clients served by other Participating Agencies.
- The Participating Agency will not report on a client's whereabouts to outside entities that are not a part of this signed Inter-Agency Data Sharing Agreement (e.g., law enforcement, missing person inquiries, and governmental agencies), unless required by law, court order or other requirements, or if life threatening or emergency circumstances warrant.
- The Participating Agency will report only non-identifying information from HMIS in response to requests unless otherwise required by law.

**Client Protection:**

- Basic client profile data, which includes client demographics (name, birth date, social security number, gender, ethnicity, veteran status, language(s) spoken, photo, other identifying information, etc.) will be shared with the NorCal CoC and Dos Rios CoC Participating Agencies participating in HMIS provided that the client to whom the data pertains has in place a current, valid written consent, for the obtaining, disclosure, sharing, and release of that information and that the consent has not been withdrawn or revoked.
- The applicable Client Authorization form must be signed by the client in order for the Protected Identifying Information (PII) to be entered into HMIS. Non-identifying client information may be entered in the system for all clients regardless of whether they give their informed consent.
- In the event a client doesn't want to share their information with other agencies, it's the responsibility of the Participating Agency end-user to make client's program enrollment, services, file, etc., private in HMIS.
- Client's project level information (services, VI-SPDAT assessments, project placement history, forms, documents, and contact information) will only be shared among the agencies that have signed this agreement. At the time of informed consent, and at any point after, the client has the right to see a current list of HMIS Participating Agencies and also has the right to revoke consent.
- HMIS Participating Agency end-users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals, or entities (see the Client Informed Consent & Release of Information Authorization and the Notice of Privacy Practices in HMIS Policies and Procedures).
- Clients may NOT be denied services based on their choice to withhold their consent to share their information.

**Agreed to and signed by the following agency representative:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subrecipient's Initials \_\_\_\_\_

**SUBRECIPIENT AGREEMENT  
EXHIBIT G**

Shasta County Community Action Agency  
1450 Court Street Ste 108  
Redding, CA 96001

**Homeless Housing, Assistance, and Prevention Program (HHAP)  
Subrecipient Request for Funds Form (RFF)**

**Contract Number:** SCCAA 20-HHAP-00048    **Expiration Date:** June 30, 2025

**Invoice Number:**

**Subrecipient: Contact Person:** Sarah Collard

**Contact Person Title:** Director

**E-Mail:** [scollard@co.siskiyou.ca.us](mailto:scollard@co.siskiyou.ca.us)

**Phone Number:** 530-841-2761

**Homeless Housing, Assistance, and Prevention (HHAP)**

**This billing is for the period of \_\_\_\_\_ to \_\_\_\_\_.**

<b>BUDGET BREAKDOWN</b>		<b>REQUEST</b>
<b>Proposed</b>	<b>Approved</b>	<b>Draw Amount</b>

Rental Assistance and Rapid Rehousing	\$ -0-	
Operating Subsidies and Reserves	\$ 10,079.01	
Landlord Incentives	\$ -0-	
Outreach and Coordination	\$ 20,070.38	
System Support to Create Regional Partnerships	\$ -0-	
Delivery of Permanent Housing	\$ 230,809.40	
Prevention and Shelter Diversion to Permanent Housing	\$ -0-	
New Navigation Centers and Emergency Shelters	\$ -0-	
<b>TOTAL</b>	<b>\$ 260,958.79</b>	

**CERTIFICATION**

*"By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HHAP Subrecipient Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."*

--	--

**Name of Authorized Person**

**Date**

--	--

**Signature of Authorized Person**

**Date**

<b>SCCAA Use Only</b>	
-----------------------	--

--	--

**SCCAA Authorizing Approval Signature**

**Date**

Subrecipient's Initials \_\_\_\_\_