

**CARES ACT EMERGENCY SOLUTIONS GRANT PROGRAM (“ESG-CV”)
SUBRECIPIENT AGREEMENT
Between
SHASTA COUNTY THROUGH ITS HOUSING AND
COMMUNITY ACTION AGENCY
and
COUNTY OF SISKIYOU**

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 (“SCHCAA”) and County of Siskiyou through its Department of Health and Human Services Agency, a political subdivision of the State of California (“Subrecipient”).

The term of this Agreement is: March 27, 2020 (“Effective Date”) through September 30, 2022.

The maximum amount of this Agreement is: \$ 253,000

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	3 pages
Exhibit C:	Terms and Conditions	5 pages
Exhibit D:	Special Terms and Conditions (ESG)	19 pages
Exhibit E:	Special Terms and Conditions (SCHCAA)	8 pages
Exhibit F:	Inter Agency HMIS Data Share Agreement	2 pages
Exhibit G:	Cost Verification Form	7 pages
TOTAL NUMBER OF PAGES ATTACHED:		48 pages

Exhibits and Signature Page Follow

SUBRECIPIENT AGREEMENT
EXHIBIT A
Authority, Purpose, and Scope of Work
Cares Act Emergency Solutions Grant Program ("ESG-CV")

1. Authority

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Section (hereinafter, "CARES Act") and any waivers including the HUD Mega-Waiver dated April 1, 2020 and, where not superseded by the CARES Act, pursuant to the provisions of 42 USC 11371 - 42 USC 11378, ("Federal Statutes"), 24 Code of Federal Regulations ("CFR") Part 576, ("Federal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

HCD receives federal funds for ESG-CV from the United States Department of Housing and Urban Development ("HUD"). In accepting this conditional reservation of funds, Subrecipient agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability under which the SCHCAA applied, the representations contained in the SCHCAA's recommendations for this funding allocation, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the SCHCAA.

2. Scope of Work

A. Subrecipient shall perform the Scope of Work ("Work") required as described in this Agreement and in the Application, which is on file electronically with the SCHCAA and which is incorporated herein by reference. Subrecipient shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibit E, Section 11, Scope and Ownership of Work, of this Agreement. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the SCHCAA are hereby incorporated as part of the Application. The SCHCAA reserves the right to require the Subrecipient to modify any or all parts of the Application in order to comply with ESG-CV requirements. The SCHCAA reserves the right to monitor all Work to be performed by the Subrecipient, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the SCHCAA and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the SCHCAA in writing.

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**SUBRECIPIENT AGREEMENT
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B. Subrecipient shall perform the Work, only in the areas as identified, and in accordance with the approved ESG-CV Application and required by Federal ESG requirements at 24 CFR Section 576. Subrecipient's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the HUD. Services shall be provided by the Subrecipient and the Subrecipient's funded subrecipients for at least the term of the ESG-CV grant. For the purposes of performing the Scope of Work, the SCHCAA agrees to provide the amount(s) identified in Exhibit B, Section 3, Budget Worksheet. Unless amended in writing, the SCHCAA shall not be liable for any costs in excess of the total approved budget. The SCHCAA shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

3. Duplication of Benefits

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

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

Applicants will be required to complete DOB documentation with application. Recipients will be required to continue to report on DOB during the expenditure period for the ESG-CV funds.

4. Effective Date and Commencement of Work

A. This Agreement is effective as of the "Effective Date" as stated on this Subrecipient Agreement's cover page. (the "Effective Date"). Per the CARES Act, Subrecipients may request reimbursement for allowable costs incurred to prevent, prepare for, and respond to coronavirus including costs that are incurred, including costs incurred prior to award letter and prior to the date of the enactment of the CARES Act. In addition, no activity funds shall be incurred until any required environmental review process has been completed, if required under 24 CFR 50, except as exempted by the CARES Act as it relates to temporary emergency shelters. Subrecipient agrees that the Work shall be completed by the expenditure date specified in this Exhibit A, Section 4.

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

5. 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. 100 percent of all ESG-CV grant funds must be expended by July 30, 2022.

6. Scope of Work Revisions and Amendments

- A. Contract Revisions: Adjustments to the Scope of Work that do not require an Increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the SCHCAA prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:
- 1) Budget revisions which do not change any eligible activity line item budget by more than 25 percent of the total award and do not change the total award amount.

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7. Authority to Execute

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

8. Special Conditions

Subrecipient acknowledges and understands that pursuant to Agreement Number 20-ESGCV1-00029 between SCHCAA and the State, the State reserves the right to add any special conditions to its Agreement with SCHCAA 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 SCHCAA that necessitate changes to this Subrecipient Agreement, or other circumstances arise in which SCHCAA determines that in its discretion would necessitate changes, SCHCAA 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
Cares Act Emergency Solutions Grant Program (“ESG-CV”)

1. Budget Detail

Budget Detail: ESG-CV funds shall be used for the activities as detailed in Exhibit E, Section 11, and as described under federal ESG regulations at 24 CFR Part 576, Subpart B - Program Components and Eligible Activities, the CARES Act, Title XII, Homeless Assistance Section and as subject to any waivers issued including the HUD Mega-Waiver issued April 1, 2020.

2. Availability of Funds

The SCHCAA's provision of funding to Subrecipient pursuant to this Agreement is contingent on the continued availability of ESG-CV funds and continued federal authorization for ESG-CV activities, as well as the conditions set forth in Exhibit D, Section 3. The terms and conditions of ESG-CV funding is further contingent on the issuance Executive Order from the Governor waiving of the current ESG State Regulations for the ESG-CV monies. Should such Executive Order not be signed, the SCHCAA will re-issue an amended Notice of Funding Availability (“NOFA”) and application in line with the ESG State Regulations. The SCHCAA's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the SCHCAA in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Disbursement of Funds

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

- A. Four original signed and fully executed Subrecipient Agreements, Subrecipient initialed Exhibits A through G; and
- B. Any other documents, certifications, or evidence requested by SCHCAA or otherwise required by the State or by law as part of the ESG-CV application.

Payments to Subrecipient shall be made on a reimbursement basis. The Subrecipient shall submit all cost verification forms to the SCHCAA, as referenced in Exhibit A, Section 4 or any other address of which the Subrecipient has been notified in writing. The SCHCAA shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Reimbursements will not be made after this Agreement expires. Once the Cost Verification Form has been approved by SCHCAA, SCHCAA will disburse the ESG-CV funds to Subrecipient in an amount not to exceed \$253,000, which is 100 percent of the ESG-CV Grant funds allocated and awarded to Subrecipient under the ESG- CV Application submitted by SCHCAA on behalf of Subrecipient. In no event shall the maximum amount

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**SUBRECIPIENT AGREEMENT
EXHIBIT B**

disbursed to Subrecipient by SCHCAA exceed \$253,000. All requests for disbursement shall include expenditure detail. Subrecipient also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Subrecipient for three years after the SCHCAA closes its HUD grant.

NOTE: Record retention is based on the HUD closing date: NOTE 3 years from this Agreement expiration. The retention requirement can extend beyond 3 years after this Agreement expires. Therefore, the Subrecipient must contact the SCHCAA for the specific record retention date for this Agreement.

Subrecipient shall not receive an advance or be reimbursed for expenditures incurred or activities performed prior to March 11, 2020. Environmental review compliance shall include compliance with paragraph 17 of Exhibit D of this agreement. Subrecipient shall not be reimbursed for expenditures incurred or activities performed after the deadline set forth in Exhibit A, Section 5(b).

4. Budget Changes

After the Effective Date of this Agreement, no changes shall be made to the program budget, funded homeless service providers, or eligible activities without prior written approval from the SCHCAA. Any changes to this Agreement must be made in writing and approved by both the SCHCAA and the Subrecipient. The proposed change/s must be consistent with 24 CFR 576.

Subrecipient agrees to notify the SCHCAA in writing of any line item changes to the budget needed for the SCHCAA to update the federal Integrated Disbursement and Information System ("IDIS").

5. Ineligible Costs

A. ESG-CV funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 CFR 576. The SCHCAA reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with ESG-CV funds made available by this Agreement. If Subrecipient or any its funded contractors or subcontractor use ESG-CV funds for the costs of ineligible activities, Subrecipient shall be required to reimburse these funds to the SCHCAA immediately. Further, Subrecipient shall be prohibited from applying to the SCHCAA for subsequent ESG funds until the SCHCAA is fully reimbursed.

B. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be immediately reimbursed to the SCHCAA or its designee, by the Subrecipient. Expenditures for Work, not described in Exhibit A or Paragraph 1 above, shall be deemed authorized only if the performance of such Work is approved in writing by the SCHCAA prior to the commencement of such Work.

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C. The SCHCAA, at its sole and reasonable discretion, shall make the final determination regarding the allow ability of expenditures.

6. Indirect Costs

Subrecipient and/or subcontractors will allow their providers to seek reimbursement for indirect costs. The applicant must:

- A. Comply with all Office of Managed Budget (“OMB”) requirements and standards including 2 Code of Federal Regulations (“CFR”) 200.403, 200.415, and Part 200 Appendix 4;
- B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by the federal Office of Management and Budget (“OMB”) 2 CFR 200.414; and,
- C. Maintain records including evidence of the Modified Total Direct Cost (“MTDC”), per 2 CFR § 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

7. Administrative Costs

Administrative costs are not an eligible expense under this Agreement.

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SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions
Cares Act Emergency Solutions Grant Program (“ESG-CV”)

1. Approval

This Agreement is of no force or effect until signed by both parties and approved by the SCHCAA, if required. Subrecipient may not commence performance until such approval has been obtained

2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. Assignment

This Agreement is not assignable by the Subrecipient, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. Audit

Subrecipient agrees that the awarding department, SCHCAA, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subrecipient agrees to maintain such records for possible audit for a minimum of 3 years after final payment, unless a longer period of records retention is stipulated. Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Subrecipient agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., Code of California Regulations (“CCR”) Title 2, Section 1896). 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.

6. Disputes

Subrecipient shall continue with the responsibilities under this Agreement during any dispute.

7. Termination For Cause

The SCHCAA may terminate this Agreement and be relieved of any payments should the Subrecipient fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the

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EXHIBIT C**

work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Subrecipient under this Agreement and the balance, if any, shall be paid to the Subrecipient upon demand.

8. Independent Contractor

Subrecipient, and the agents and employees of Subrecipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the SCHCAA or the State of California.

9. Recycling Certification

The Subrecipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. Non-Discrimination Clause

During the performance of this Agreement, Subrecipient and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subrecipient shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Subrecipient and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Subrecipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Subrecipient and its subcontractors shall give written notice of their obligations under this clause to labor

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organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. Certification Clauses

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto. For purposes of CCC 04/2017, the term Contractor as used in CCC 04/2017 means the Subrecipient.

12. Compensation

The consideration to be paid Subrecipient, as provided herein, shall be in compensation for all of Subrecipient's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13. Governing Law; Venue; Notice of Claim

A. If any claim for damages is filed with Subrecipient or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect SCHCAA, Consultant shall give prompt and timely notice thereof to SCHCAA. 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 service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. This contract is governed by and shall be interpreted in accordance with the laws of the State of California. Any dispute between the Parties shall be governed by the laws of the State of California and any litigation shall be venued in Shasta County.

15. Antitrust Claims

The Subrecipient by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Subrecipient shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

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- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. Child Support Compliance Act

For any 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

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- 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.

17. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. Priority Hiring Considerations

If this Contract includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. Small Business Participation and DVBE Participation Reporting Requirements

- A. If for this Subrecipient made a commitment to achieve small business participation, then Subrecipient must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

- B. If for this Subrecipient made a commitment to achieve disabled veteran business enterprise (“DVBE”) participation, then Subrecipient must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Subrecipient received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Subrecipient; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. Loss Leader

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (BPC 10344(e)).

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SUBRECIPIENT AGREEMENT
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
 Cares Act Emergency Solutions Grant Program ("ESG-CV")

1. **Definitions**

- A. In addition to the definitions found in 42 U.S.C. section 11371 (section 411), and 24 CFR section 576.3, the following definitions shall apply to this subchapter
- 1) "Action Plan" means the annual plan required by HUD pursuant to 24 CFR Part 91 governing the distribution and use of ESG funds allocated by HUD to states and local governments.
 - 2) "Administrative activities" is defined at 24 CFR 576.108.
 - 3) "Administrative Entity" means a Unit of general-purpose local government approved by the Department.
 - 4) "CARES Act" refers to the 2020 Federally issued Coronavirus Aid, Relief, and Economic Security Act, Title XII, Department of Housing and Urban Development, Community Planning and Development, Homeless Assistance Grants Section.
 - 5) "City" is defined at 42 U.S.C. section 5302(a)(5).
 - 6) "Continuum of Care" is defined at 24 CFR 576.2.
 - 7) "Continuum of Care Service Area" means the entire geographic area within the boundaries of an Eligible Continuum of Care.
 - 8) "Coordinated Entry" means the system of program access, needs assessment and prioritization developed by a Continuum of Care pursuant to 24 CFR 576.400 (d), and associated HUD requirements and guidance. This term is also known as "Coordinated Entry System", "Coordinated Assessment" or "Centralized Assessment".
 - 9) "Core Practices" means the practices and protocols of delivering ESG Eligible activities as specified in the CARES Act.
 - 10) "Department" means the California Department of Housing and Community Development.
 - 11) "ESG" is the acronym for the Emergency Solutions Grants program.
 - 12) "Eligible activities" mean those activities upon which ESG-CV funds may be expended as described in the CARES Act and as defined under 24 CFR 576, Subpart B. Additionally, eligible activities may include or be limited by the State ESG Regulations, as applicable."
 - 13) "Eligible Continuum of Care" means a Continuum of Care in the State that has within its Service Area at least one Nonentitlement area.
 - 14) "Eligible organization" means a Private nonprofit organization or a Unit of general-purpose local government that provides, or contracts with Private nonprofit organizations to provide, Eligible activities.
 - 15) "Emergency shelter" is defined under 24 CFR 576.2 and the CARES Act.
 - 16) "ESG Entitlement" means a Unit of general-purpose local government that meets one of the following:
 - a. is a Metropolitan City or Urban County as defined under 42 USC 5302 that receives an allocation of ESG funds directly from HUD;

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- b. is in a Nonentitlement area that has entered into a contract with an Urban County to participate in that locality's ESG program, or
- c. is a Metropolitan City or Urban County that have entered into a joint contract with one another to receive and administer a combined direct allocation of ESG funds from HUD.
- 17) "ESG Entitlement Area" or "Entitlement Area" means the geography within an ESG Entitlement's boundaries.
- 18) "ESG Nonentitlement" means a Unit of general-purpose local government that does not receive ESG funding directly from HUD and is not participating as an ESG Entitlement.
- 19) "ESG Nonentitlement Area" means the geography within an ESG Nonentitlement's boundaries.
- 20) "Governing Board" - for nonprofit applicants this term includes board of directors; for county local government applicants this term includes county board of supervisors; for City local government applicants this term includes City council.
- 21) "HMIS" means Homeless Management Information System as defined under 24 CFR 576.2. Use of the term "HMIS" within these regulations shall also include use of a comparable database, as permitted by HUD under 24 CFR Part 576.
- 22) "Homeless" is defined at 24 CFR 576.2.
- 23) "Homelessness prevention activities" means activities or programs described in 24 CFR 576.103.
- 24) "HUD" means the United States Department of Housing and Urban Development.
- 25) "NOFA" is the acronym for a "Notice of Funding Availability".
- 26) "Nonentitlement area" is defined at 42 U.S.C. 5302.
- 27) "Operations" means the category of ESG activities that includes shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food and furnishings.
- 28) "Private nonprofit organization" is defined at 24 CFR 576.2.
- 29) "Program" shall mean CARES Act funding for the Emergency Solutions Grants Program ("ESG") and is also referred to as "ESG-CV." Per the ESG-CV NOFA issued on June 1, 2020 (and as may be amended by the Department), ESG-CV may be subject to different federal and state rules, laws, and regulations than the Department's prior or future administration of ESG funds.
- 30) "Rapid Re-housing" means the activities set forth in 24 CFR 576.104.
- 31) "Service Area" has the same meaning as the term "Continuum of Care Service Area".
- 32) "Site" means one or more facilities where the program(s) is being carried out.
- 33) "Site Control" means the legal right to occupy and use the Site, as evidenced by such things as:
- a. a deed demonstrating ownership in fee title;

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- b. a lease demonstrating a leasehold interest in the Site and its improvements for at least the term of the ESG-CV grant,
 - c. an enforceable option to purchase or lease a site provided that such option will be for at least the term of the ESG-CV grant or
 - d. For rotating shelter programs, site control may include other evidence provided by the applicant granting permission to use the site(s). Such evidence must be approved by the Department in writing prior to the deadline for submission of the ESG-CV application stated in the applicable NOFA.
- 34) "Standard Agreement" means the contract entered into by the Department and the ESG-CV Recipient (also known as Contractor) setting forth the basic terms and conditions governing the award of ESG-CV funds.
- 35) "Subrecipient of the Administrative Entity" means an entity that enters into a written agreement with the Administrative Entity to implement Eligible activities with ESG-CV funds.
- 36) "Unit of general-purpose local government" is defined at 24 CFR section 576.2.
- 37) "Written Standards" means the standards, policies, and procedures adopted by a Continuum of Care for providing ESG-CV eligible activities pursuant to the requirements of 24 CFR 576.400 (e).

Note: Authority cited: Section 50406(n), Health and Safety Code. Reference: 42 ("United States Code") USC 5302, 42 ("USC") 11302, 42 USC 11371, 42 USC 11373, 24 CFR 576.3 and 24 CFR 576.400.

2. Eligible Activities

ESG-CV funds awarded to the Subrecipient shall be used for the eligible activities set forth in Exhibits B and D, as permitted under the CARES Act, and the federal ESG regulations at 24 CFR Part 576. The following additional provisions or requirements shall apply:

- A. ESG-CV funds shall not be used for renovation, conversion, or major rehabilitation activities pursuant to 24 CFR 576.102. Minor repairs to an ESG-CV funded Emergency shelter that do not qualify as Renovation, Conversion, or Major Rehabilitation are an eligible use of ESG-CV funds.
- B. For Rapid Rehousing and Homelessness Prevention activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the Department prior to the award of funds for these activities:
 - 1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,
 - 2) Evidence that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.

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- C. Pursuant to OMB requirements, Subrecipient may permit homeless service providers receiving ESG-CV funds to charge an indirect cost allocation to their grant. The Indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG-CV activity unless a higher limit for the indirect cost allocation has been approved by the applicable federal agency pursuant to OMB requirements. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity.
- D. Grantee shall receive approximately five percent of its ESG-CV grant for the payment of administrative costs.
- E. Rental assistance payments provided as part of an RR or HP activity under 24 CFR Part 576.106 typically cannot exceed HUD's Fair Market Rent ("FMR") as provided under 24 CFR Part 888, except as provided in the HUD Waiver (dated 04.01.2020) and must comply with HUD's standard for rent reasonableness as established under 24 CFR Part 982.507. Upon expiration of HUD's Mega-Waiver dated April 1, 2020, request for exceptions to FMR can be made to HUD through HCD and must be approved in writing by HUD. Contact your HCD representative in the Federal Programs Branch for further assistance.
- F. All provisions of the CARES Act shall apply including, but not limited to the following:
- 1) The maximum allocation spending cap on Emergency Shelter activities of sixty percent of the aggregate amount of assistance provided for the Subrecipient established pursuant to section 415(b) of the McKinney-Vento Homeless Assistance Act (42 USC11374) shall not apply to amounts provided under the CARES Act.
 - 2) ESG-CV funding amounts provided under the CARES Act may be used to provide temporary emergency shelters (through leasing of existing property temporary structures, or other means) to prevent, prepare for and respond to coronavirus, and that such temporary emergency shelters shall not be subject to the minimum periods of use as required by section 416(c)(1) of the McKinney-Vento Homeless Assistance Act (42 USC 11357(c)(1)). Federal habitability and environmental review standards and requirements shall not apply to the use of such ESG-CV funding amounts for those temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to coronavirus.
 - 3) ESG-CV funding amounts provided under the CARES Act may be used for training on infectious disease prevention and mitigation and to provide hazard pay, including for time worked prior to the date of enactment of the CARES Act, for staff working directly to prevent, prepare for, and respond to coronavirus among persons who are homeless or at risk of homelessness, and that such activities shall not be considered administrative costs for purposes of the administrative cap.
 - 4) None of the ESG-CV funds provided under the CARES Act may be used to require people experiencing homelessness to receive treatment or perform

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any other prerequisite activities as a condition for receiving shelter.

3. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03))

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reduction in funds.
- D. The Department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. Sufficiency of Funds and Termination

- A. The Department 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 terms and/or special conditions of this Agreement; the Federal Statutes; the Federal Regulations; the State Regulations; withdrawal of the Department's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Subrecipient shall be returned to the Department within 30 days of the Notice of Termination.
- B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays, which would occur if the Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, 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 the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

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- D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.
- E. The Department has the option to terminate this Agreement under the 30-day cancellation clause or to amend this Agreement to reflect any reduction of funds.

5. Transfers

Subrecipient may not transfer 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 the SCHCAA and a formal amendment to this Agreement to affect such subcontract or novation.

6. Subrecipient and Subcontractors

- A. Subrecipient, or its subcontractors, shall not enter into any Agreement, written or oral, with any contractor without the prior written determination by the SCHCAA of the Contractor's eligibility. A Subrecipient or subcontractor is not eligible to receive grant funds if the Contractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. The Agreement between the Subrecipient and any subcontractor 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) Comply with the labor standards described in this Exhibit, Section 20, as applicable. In addition to the requirements of this Exhibit, all Subrecipients and subcontractors must comply with the provisions of the California Labor Code, as applicable.
 - 3) Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 14.
 - 4) Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.
 - 5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the SCHCAA, which 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.
 - 6) Agree to include all the terms of this Agreement in each subcontract.
- C. The SCHCAA reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds \$25,000.00.

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7. Core Practices

- A. All ESG-CV funded activities shall operate in a manner consistent with the requirements of the CARES Act, including but not limited to prevention, preparation for and response to coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by coronavirus and that none of the funds provided under this CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing or other services.
- B. All service providers receiving ESG-CV funds shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.
- C. The Subrecipient will establish and implement to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.
- D. The Subrecipient will develop and implement procedures to ensure the confidentiality of the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG-CV program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.
- E. If ESG-CV funds are used for shelter operations or essential services related to street outreach or emergency shelter, the Subrecipient will ensure the subrecipient will provide services or shelter to homeless individuals and families for the period during which the ESG-CV assistance is provided, without regard to a particular site or structure, so long as the applicant serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.
- F. The Subrecipient will ensure the subrecipients will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision and other services essential for achieving independent living) and other federal, state, local, and private assistance available for such individuals.

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- G. To the maximum extent practical, the Subrecipient and its subrecipients, will involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, renovating, maintaining and operating facilities assisted under ESG-CV and in providing services for occupants of facilities assisted by ESG-CV.

8. Shelter and Housing Standards

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 USC794) and implementing regulations at 24 CFR part 8, the Fair Housing Act (42 USC 3601 et seq.) and implementing regulations at 24 CFR part 100, Title II of the Americans with Disabilities Act (42 USC 12131 et seq.), and 28 CFR part 35, where applicable.

If Rapid Rehousing or Homeless Prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403(c).

9. 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. The SCHCAA 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 non-conforming Work be corrected and to withhold payments to the subrecipient or subcontractor until such Work is corrected.

10. Monitoring Grant Activities

- A. Subrecipient shall monitor the activities selected and awarded by them to ensure compliance with all ESG-CV requirements. An onsite monitoring visit of homeless service providers shall occur whenever determined necessary by the Subrecipient, but at least once during the grant period.
- B. The SCHCAA will monitor the performance of the Subrecipient based on a risk assessment and according to the terms of this Agreement. The SCHCAA may also monitor any subrecipients of the Subrecipient as the SCHCAA deems appropriate based on a risk assessment.

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- C. The SCHCAA will monitor the performance of Subrecipient and funded projects based on the performance measures used by HUD in ESG or the Continuum of Care program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the Continuum of Care allocation, the SCHCAA will work collaboratively with the Subrecipient to develop performance improvement plans which will be incorporated into this Subrecipient Agreement.
- D. If it is determined that a Subrecipient or any of its subrecipients falsified any certification, application information, financial, or contract report, the Subrecipient shall be required to immediately reimburse the full amount of the ESG-CV award to the SCHCAA, and may be prohibited from any further participation in the ESG program. The SCHCAA may also impose any other actions permitted under 24 CFR 576.501(c).
- E. As requested by the SCHCAA, the Subrecipient shall submit to the SCHCAA all ESG-CV monitoring documentation necessary to ensure that Subrecipient and its subrecipients are in continued compliance with all ESG-CV requirements. Such documentation requirements and the submission deadline(s) shall be provided by the SCHCAA when the information is requested from the Subrecipient.

11. Compliance with Federal and State Laws and Regulations

- A. The Subrecipient and its sub recipients shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this 2 CFR, Part 200.
- B. The Subrecipient agrees to comply with all federal and state laws and regulations applicable to the ESG-CV Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. The Subrecipient agrees to comply with all federal and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Subrecipient, its contractor or subcontractor and the Work. This includes, but is not limited to, complying with all relevant sections of 2 CFR Part 200.

12. Procurement of Goods and Services

Prior to the drawdown of ESG-CV funds for the Subrecipient's purchase of goods or services, Subrecipient, shall comply with the Procurement Standards contained in 2 CFR 200. Subrecipient, when procuring goods with ESG funds, must provide the SCHCAA with evidence of compliance with these requirements, as applicable.

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13. Procurement of Recovered Materials

Subrecipient and its subrecipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. Equal Opportunity Requirements and Responsibilities

- A. Title VI of the Civil Rights Act of 1964: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. Title VII of the Civil Rights Act of 1968 (The Fair Housing Act): This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. Civil Rights Restoration Act of 1987: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]: This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. The Fair Housing Amendment Act of 1988: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.

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- F. The Housing for Older Persons Act of 1995 (“HOPA”): Retained the requirement that the housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- G. The Age Discrimination Act of 1975: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- H. Section 504 of the Rehabilitation Act of 1973: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- I. The Americans with Disabilities Act of 1990 (“ADA”): This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- J. Executive Order 11063: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- K. Executive Order 11259: This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- L. The Equal Employment Opportunity Act: This act empowers the Equal Employment Opportunity Commission (“EEOC”) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.

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- M. The Immigration Reform and Control Act ("IRCA") of 1986: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form I-9.
- N. The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- O. The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- P. Executive Order 11246: This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

15. **The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3)**

The Subrecipient will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) and implementing 24 CFR, Part 135. The responsibilities of the Subrecipient are outlined in 24 CFR Part 135.32 as follows:

- A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential sub recipients for Section 3 covered projects of the requirements and incorporating the Section 3 clause set forth in Section 135.38 in all solicitations and contracts in excess of \$100,000.00.
- C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the appendix to this part, as appropriate, to reach the goals set forth in Section 135.30. Subrecipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in Section 135.30.

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- D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of Subrecipients and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the subrecipient has notice or knowledge that the Subrecipient has been found in violation of the regulations in 24 CFR Part 135.
- E. Documenting actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.
- F. A Subrecipient which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

16. Affirmative Outreach

- A. Subrecipient or its subcontractors must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Subrecipient or its subcontractors intends to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Subrecipient or its subcontractors must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.
- B. Subrecipient or its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (“LEP”) persons.

17. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (“CEQA”). Subrecipient assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, Subrecipient shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR

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Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements. The Subrecipient shall supply all available, relevant information necessary for HCD to perform for each property any environmental review as required under 24 CFR Part 50. The Subrecipient shall also carry out mitigating measures required by HCD or select an alternate eligible property. HUD may eliminate from consideration any application that would require an environmental impact statement ("EIS"). The subrecipient, or any contractor of the subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG-CV or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the subrecipient has received HUD approval of the property, except as permitted related to temporary shelters per the CARES Act, Title XII, Homeless Assistance Grants Section. For all funded applications, HCD will inform the subrecipient any required additional environmental review.

18. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

19. Lead-Based Paint Hazards

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821 -4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851 - 4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

20. Prevailing Wages

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Subrecipient shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purposes of this requirement "construction work" includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Subrecipient and a licensed building contractor, Subrecipient shall serve as the "awarding body" as defined in the Labor Code. Where the Subrecipient will provide funds to a third party that will enter into

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the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body".

- C. The Construction Contract and any amendments thereto shall be subject to the prior written approval of the Department. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certificate from the awarding body that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

21. Matching Funds

Per the CARES Act, the amounts provided under the ESG-CV funding shall not be subject to match requirements that otherwise apply to ESG funding.

22. Assurance of Compliance with the "Violence Against Women Reauthorization Act of 2013" ("VAWA") I (S.47 - 113th Congress (2013-2014) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking - Sec. 601-603

- A. VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home they can feel safe in.
- B. VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD's public housing program and HUD's tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.
- C. During the performance of this Agreement, the Subrecipient or its subcontractors assure that:
- 1) Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.
 - 2) It will implement an "emergency transfer plan", which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
 - 3) It will provide "protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence,

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- 4) sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy."
- 5) It will implement a 'low-barrier certification process' where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

24. Reporting and Recordkeeping

- A. By June 30 of each year, Subrecipient shall submit an Annual Performance Report to the SCHCAA. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data, Minority Owned Business/Women Owned Business ("MBE/WBE") data, and 24 CFR Part 135.32 Section 3 data, if applicable.
- B. Subrecipient shall submit, within 30 days after the end of the State designated reporting period, in a manner and format approved by the SCHCAA, a Cost Verification Form and Detailed Expense Report ("DER"). Compliance reports shall be submitted as specified by the SCHCAA. Close-out-of-grant progress reports shall be submitted within 60 days after the end of the reporting period.
- C. Subrecipient shall manage and maintain all client data information using a Homeless Management Information System ("HMIS") or comparable data system (defined as a separate data system that collects required HMIS and ESG data elements and complies with HUD Data and Technical Standards). Subrecipient shall collect all program data elements using the HMIS and comply with all reporting requirements.
- D. Subrecipient shall maintain all fiscal and program records pertaining to the ESG-CV Grant for a period of three years after the SCHCAA closes its HUD grant or any other period specified in 24 CFR section 576.500 (y).

NOTE: Record retention is based on the HUD closing date: NOT three years from this Agreement expiration. The retention requirement can extend beyond three years after this Agreement expires. Therefore, the Subrecipient must contact the SCHCAA for the specific record retention date for this Agreement.

- E. Subrecipient shall submit required reports on forms approved by the SCHCAA.

25. Audit/Retention and Inspection of Records

- A. Subrecipient agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Principles, per 2 CFR 200.49 Subrecipient agrees that the SCHCAA, the Department of General Services, the Bureau of State Audits,

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- B. or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Subrecipient agrees to maintain such records for possible audit for three years after the SCHCAA closes its HUD grant or any other period specified in 24 CFR section 576.500 (y).

NOTE: Record retention is based on the HUD closing date: NOT three years from this Agreement expiration. The retention requirement can extend beyond three years after this Agreement expires. Therefore, the Subrecipient must contact the SCHCAA for the specific record retention date for this Agreement. Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Subrecipient agrees to include a similar right of the SCHCAA to audit records and interview staff in any subcontract related to performance of this Agreement.

- C. The audit shall be performed by a qualified State, local, or independent auditor. Subrecipient shall notify the SCHCAA of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the SCHCAA to the independent auditor's working papers.
- D. Private Nonprofit Organization and Unit of General-Purpose Local Government contractors shall comply with the audit requirements contained in 2 CFR Part 200.

26. Faith-Based Activities

Subrecipient and its subrecipients shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting, or rite. Subrecipient and its subrecipients listed in Exhibit B hereto shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

27. Interest of Members, Officers or Employees of Subrecipients, Members of Local Governing Body

Pursuant to 24 CFR 576.404, in addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person:

- A. Who is an employee, agent, consultant, officer or elected or appointed official of the Subrecipient (or of any designated public agency); and,
- B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,
- C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, sub^{PS}contract

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**SUBRECIPIENT AGREEMENT
EXHIBIT D**

or Agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for 1 year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR §570.611 (d) and (e).

28. Anti-Lobbying Certification

The Subrecipient shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

29. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of the Department to enforce the provisions of this Agreement or required performance by the Subrecipient of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of the Department, to enforce these provisions.

30. Litigation

- A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the SCHCAA, shall not affect any other provisions of this Agreement and the

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SUBRECIPIENT AGREEMENT
EXHIBIT D

remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

- B. Subrecipient shall notify the SCHCAA immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the SCHCAA 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 the SCHCAA.

31. Sanctions

The SCHCAA may impose sanctions, as well as any other remedies available to it under law, on Subrecipients or its subcontractors, for failure to abide by any State and Federal laws and regulations applicable to the ESG-CV Program. Such sanctions include:

- A. Conditioning a future grant on compliance with specific laws of regulations;
- B. Directing Subrecipient or its subcontractors, to stop incurring costs under the current grant;
- C. Requiring that some or the entire grant amount is remitted to the SCHCAA;
- D. Reducing or disencumbering some or all of the amount of grant funds Subrecipient would otherwise be entitled to receive;
- E. Electing not to award future grant funds to Subrecipient, unless and until appropriate actions are taken by the Subrecipient to ensure compliance; and/or,
- F. Taking any other actions permitted pursuant to 24 CFR 576.501.

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SUBRECIPIENT AGREEMENT
EXHIBIT E
SPECIAL TERMS AND CONDITIONS
SCHCAA

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 SCHCAA 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 SCHCAA 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 SCHCAA employee. SCHCAA shall not be liable for deductions for any amount for any purpose from Subrecipients Grant funding. Subrecipient shall not be eligible for coverage under SCHCAA's workers' compensation insurance plan nor shall Subrecipient be eligible for any other SCHCAA 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 SCHCAA, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, losses, 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 SCHCAA. Subrecipient shall also, at Subrecipients' own expense, defend the SCHCAA, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against SCHCAA, 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 SCHCAA 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 SCHCAA with respect to Subrecipients' "independent contractor" status that would establish a liability on SCHCAA 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.

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**SUBRECIPIENT AGREEMENT
EXHIBIT E**

Subrecipient further agrees to indemnify, defend and save harmless SCHCAA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement.

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 SCHCAA 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 SCHCAA.
- 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 *SCHCAA, 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 SCHCAA 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

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**SUBRECIPIENT AGREEMENT
EXHIBIT E**

approval by the SCHCAA 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

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 *SCHCAA, 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 SCHCAA 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 SCHCAA 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

Subrecipient’s Initials RAH

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

any time during the term of this Agreement, Subrecipient shall provide SCHCAA, 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, SCHCAA 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 SCHCAA 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 SCHCAA.

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 SCHCAA, Subrecipient shall give prompt and timely notice thereof to SCHCAA. 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 SCHCAA.

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 E, Section 6. 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

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**SUBRECIPIENT AGREEMENT
EXHIBIT E**

B. personal delivery; or (2) if sent by first class mail, postage prepaid, 2 days after the date of mailing.

If to SCHCAA: Director
Shasta County Department of Housing and
Community Action Agency
1450 Court Street, Suite 108
Redding, CA 96001
Telephone (530) 225-5160
Fax (530) 225-5178

If to Subrecipient: HHS Agency Director
Siskiyou County HHS
818 S. Main Street
Yreka, CA 96097
Telephone: (530) 841-2761
Fax: (530) 841-4399

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 SCHCAA as provided for in this Agreement may be executed and/or exercised by the Shasta County Executive Officer or designee.

7. Agreement Preparation

It is agreed and understood by SCHCAA 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 SCHCAA'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 SCHCAA decision which may affect Subrecipients financial interests. If required by the SCHCAA'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
Subrecipient's Initials RAA

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

arrangement. Subrecipient shall make timely payment of all property taxes at all times during the term of this Agreement.

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 SCHCAA 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 SCHCAA and be delivered to the SCHCAA upon completion of its authorized use pursuant to this Agreement. SCHCAA 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 SCHCAA 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.

The Subrecipient shall expend and use all of the funding distributed to it under this Agreement only for uses consistent with the approved ESG-CV Application and required by Federal ESG requirements at 24 CFR Section 576, and Health and Safety Code section 576.403 and any other applicable laws. Eligible uses include the following:

- A. Emergency Shelter
- B. Homeless Management Information System

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:

Subrecipient's Initials

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**SUBRECIPIENT AGREEMENT
EXHIBIT E**

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.

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 DS
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IN WITNESS WHEREOF, SCHCAA 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.

SCHCAA

Date: 9.10.2021



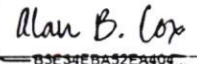
Jaclyn Disney
Director
County of Shasta
State of California

ATTEST:

Matthew P. Pontes
Clerk of the Board of Supervisors

By: N/A
Deputy

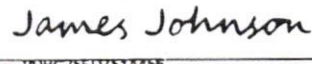
Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

By: 

Name: Alan B. Cox

Date: 08/30/2021 | 8:34 AM PDT
Title: Deputy County Counsel III, County of Shasta

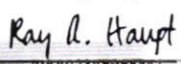
RISK MANAGEMENT APPROVAL

By: 

Name: James Johnson

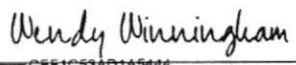
Date: 08/30/2021 | 7:47 AM PDT
Title: Risk Management Analyst III

SUBRECIPIENT

By: 

Name: Ray A. Haupt


Date: 09/04/2021 | 7:31 AM PDT
Title: Siskiyou County Board Chair

By: 

Name: Wendy Winningham

Date: 09/07/2021 | 8:38 AM PDT
Title: Deputy

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, _____ 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 Continuum of Care service area which includes the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, and Siskiyou.
- Understand the extent and nature of homelessness.
- Evaluate performance and progress toward NorCal Continuum of Care benchmarks.
- Improve the programs and services available to residents in the NorCal Continuum of Care service area experiencing homelessness or facing a housing crisis.
- Improve access to services for NorCal 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 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

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**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 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 DS
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