

**CITY OF REDDING  
FUNDING AGREEMENT**

**THIS CONTRACT** is made at Redding, California, by and between the City of Redding as the Administrative Entity for the NorCal Continuum of Care, a political subdivision of the State of California (“AE”), and County of Siskiyou through its department of Health and Human Services, a political subdivision of the State of California (“Provider”) for the purpose of utilizing Homeless Housing, Assistance, and Prevention Program Round 3 (“HHAP-3” or “Program”) funds.

**WHEREAS**, AE has allocated HHAP-3 funds to Provider for the specific purposes set forth herein; and

**WHEREAS**, AE has allocated said funds for the sole purpose of supporting Provider’s delivery of services and programs to AE’s residents as set forth herein.

**NOW, THEREFORE**, the Parties covenant and agree, for good consideration hereby acknowledged, as follows:

**SECTION 1.        PROVIDER SERVICES**

Subject to the terms and conditions set forth in this Contract, Provider shall provide to AE the services described in Exhibit A, attached and incorporated herein. Provider shall provide the services at the time, place and in the manner specified in Exhibit A. Provider shall provide a quarterly report to AE no later than the 20th of each month in the form set forth in Exhibit C, attached and incorporated herein.

**SECTION 2.        COMPENSATION AND REIMBURSEMENT OF COSTS**

- A. AE shall pay Provider for services rendered pursuant to this Contract, at the times and in the manner set forth in Exhibit B, attached and incorporated herein, in a total amount not to exceed two hundred and twenty-five thousand, seven hundred and nine dollars and fifty-three cents (\$225,709.53). The payments specified herein shall be the only payments to be made to Provider for services rendered pursuant to this Contract.
- B. Provider shall submit a completed Request for Funds (“RFF”) set forth in Exhibit F to AE for services pursuant to Exhibits A, B, C and D included within this Contract.
- C. All correct, complete and undisputed RFF’s sent by Provider to AE shall be paid within thirty (30) calendar days of receipt.

**SECTION 3.        TERM AND TERMINATION**

- A. Provider shall commence upon a fully signed agreement and complete said work no later than December 31, 2025.

- B. If Provider fails to perform its duties to the satisfaction of AE, or if Provider fails to fulfill in a timely and professional manner its obligations under this Contract, then AE shall have the right to terminate this Contract effective immediately upon AE giving written notice thereof to Provider.
- C. Either Party may terminate this Contract without cause on thirty (30) calendar days' written notice. Notwithstanding the preceding, if the term set forth in Section 3.A. of this Contract exceeds ninety (90) calendar days in duration, Provider's sole right to terminate shall be limited to termination for cause.
- D. Provider hereby acknowledges and agrees that the obligation of AE to pay under this Contract is contingent upon the availability of AE's funds which are appropriated or allocated by the City Council. Should the funding for the project and/or work set forth herein not be appropriated or allocated by the City Council, AE may terminate this Agreement by furnishing at least thirty (30) calendar days' written notice of its intention to terminate. In the event of a termination pursuant to this subdivision, Provider shall not be entitled to a remedy of acceleration of payments due over the term of this Agreement. The Parties acknowledge and agree that the power to terminate described herein is required by Article 16, Section 18, of the California Constitution, and that constitutional provision supersedes any law, rule, regulation or statute which conflicts with the provisions of this Section.
- E. In the event that AE gives notice of termination, Provider shall promptly provide to AE any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Provider pursuant to this Contract. AE shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.
- F. In the event that AE terminates the Contract, AE shall pay Provider the reasonable value of services rendered by Provider pursuant to this Contract. Provider shall, not later than ten (10) calendar days after termination of this Contract by AE, furnish to AE such financial information as in the judgment of the AE's representative is necessary to determine the reasonable value of the services rendered by Provider.
- G. In no event shall the termination or expiration of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

#### **SECTION 4. MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT**

- A. All Provider records with respect to any matters covered by this Agreement shall be made available to AE, state, and/or federal authorities or any authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit,

examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit/monitoring reports must be fully cleared by Provider within 30 days after receipt of notice of deficiency or deficiencies by Provider. Failure of Provider to comply with the above audit/monitoring requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

- B. Provider hereby agrees to have an annual agency audit conducted in accordance with current AE policy concerning provider and be prepared to provide a copy of that audit upon request.
- D. Provider shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow AE to exercise discretion or control over the professional manner in which Provider performs under this Contract. Any and all taxes imposed on Provider's income, imposed or assessed by reason of this Contract or its performance, including but not limited to sales or use taxes, shall be paid by Provider. Provider shall be responsible for any taxes or penalties assessed by reason of any claims that Provider is an employee of AE. Provider shall not be eligible for coverage under AE's workers' compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other AE benefit.
- E. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.
- F. Payment of said funds shall be made in accordance with a schedule established by the Finance Officer of the City of Redding. The *Reimbursement Request and Progress Reporting Form* (Exhibit C) attached and incorporated herein, are to be used by Provider as a request for reimbursement.
- G. Drawdowns for the payment of eligible expenses shall be made against the line budget items specified in Exhibit A and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit A and in accordance with performance. All eligible expenses must be reported and drawn in a timely manner within the timeframe as described in 3A of this Agreement. Reporting of program expenses, including "zero" expenses, and drawdown requests will be accompanied by program statistics as outlined on the *Expense Reimbursement Request and Progress Reporting Form* (Exhibit C). This Exhibit shall be submitted as an invoice for HHAP funds expended within the reporting period and it must be accompanied by documents that adequately justify the reported expenses. Documentation may include, but is not limited to copies of receipts, bills, invoices, payroll reports, timecards, and/or program financial statements as appropriate. At its discretion, the AE may request additional supporting documentation for the purposes of accepting Exhibit C and approving any request for reimbursement.

- G. Provider shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by AE to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of AE. Provider shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by AE.
- H. Provider shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of Provider's profession. All products of whatsoever nature which Provider delivers to AE pursuant to this Contract shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Provider and its agents, employees and subcontractors assigned to perform the services contemplated by this Contract.
- I. All completed reports and other data or documents, or computer media including diskettes, and other materials provided or prepared by Provider in accordance with this Contract are the property of AE, and may be used by AE. AE shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Provider. AE shall release, defend, indemnify and hold harmless Provider from all claims, costs, expenses, damage or liability arising out of or resulting from AE's use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Provider, except for use by AE on those portions of the AE's project for which such items were prepared.
- J. Provider, including its employees, agents, and sub-providers, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Provider shall comply with all requirements of the Political Reform Act (Government Code § 8100 et seq.) and other laws relating to conflicts of interest, including the following: 1) Provider shall not make or participate in a decision made by AE if it is reasonably foreseeable that the decision may have a material effect on Provider's economic interest, and 2) if required by the City Attorney, Provider shall file financial disclosure forms with the City Clerk.

**SECTION 5.      INSURANCE**

A. Unless modified in writing by AE’s Risk Manager, Provider shall maintain the following noted insurance during the duration of the Contract:

<u>Coverage</u>	<u>Required</u>	<u>Not Required</u>
Commercial General Liability	x	
Comprehensive Vehicle Liability	x	
Workers’ Compensation and Employers’ Liability	x	
Professional Liability (Errors and Omissions)	x	

(Place an “x” in the appropriate box)

B. Coverage shall be at least as broad as:

1. Insurance Services Office form number CG-0001, Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage;
2. Insurance Services Office form number CA-0001 (Ed. 1/87), Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000 combined single limits per accident applicable to all owned, non-owned and hired vehicles;
3. Statutory Workers’ Compensation required by the Labor Code of the State of California and Employers’ Liability Insurance in an amount not less than \$1,000,000 per occurrence. Both the Workers’ Compensation and Employers’ Liability policies shall contain the insurer’s waiver of subrogation in favor of AE, its elected officials, officers, employees, agents and volunteers;
4. Professional Liability (Errors and Omissions) Insurance, appropriate to Provider’s profession, against loss due to error or omission or malpractice in an amount not less than \$1,000,000.
5. The AE does not accept insurance certificates or endorsements with the wording “but only in the event of a named insured’s sole negligence” or any other verbiage limiting the insured’s insurance responsibility.

C. Any deductibles or self-insured retentions must be declared to and approved by AE. At the option of the AE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the AE, its elected officials, officers, employees, agents and volunteers; or the Provider shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

- D. The General Liability shall contain or be endorsed to contain the following provisions:
1. AE, its elected officials, officers, employees, and agents are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Provider; premises owned, leased or used by Provider; or automobiles owned, leased, hired or borrowed by Provider. The coverage shall contain no special limitations on the scope of protection afforded to AE, its elected officials, officers, employees, agents and volunteers.
  2. The insurance coverage of Provider shall be primary insurance as respects AE, its elected officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by AE, its elected officials, officers, employees, agents and volunteers, shall be in excess of Provider's insurance and shall not contribute with it.
  3. Coverage shall state that the insurance of Provider shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) calendar days' prior written notice has been given to AE. In addition, Provider agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) calendar days' prior written notice has been given to AE.
- E. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII.
- F. Provider shall designate the City of Redding, 777 Cypress Avenue, Redding, CA 96001 as a Certificate Holder of the insurance. Provider shall furnish AE with certificates of insurance and original endorsements effecting the coverages required by this clause. Certificates and endorsements shall be submitted electronically via the PINS Advantage system. A link will be provided for the Provider, or their insurance agent, to enter and upload documents directly to PINS Advantage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved in PINS Advantage by the AE's Risk Manager prior to the commencement of contracted services. AE may withhold payments to Provider if adequate certificates of insurance and endorsements required have not been submitted as described above or provided in a timely manner.
- G. The requirements as to the types and limits of insurance coverage to be maintained by Provider as required by Section 5 of this Contract, and any approval of said insurance by AE, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Provider pursuant to this Contract, including, without limitation, provisions concerning indemnification.

- H. If any policy of insurance required by this Section is a “claims made” policy, pursuant to Code of Civil Procedure § 342 and Government Code § 945.6, Provider shall keep said insurance in effect for a period of eighteen (18) months after the termination of this Contract.
- I. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Contract, Provider shall immediately notify AE’s Risk Manager by telephone at (530) 225-4068. No later than three (3) calendar days after the event, Provider shall submit a written report to AE’s Risk Manager containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Provider’s insurance company; and 4) a detailed description of the damage and whether any AE property was involved.

## **SECTION 6. INDEMNIFICATION AND HOLD HARMLESS**

- A. Consistent with California Civil Code § 2782.8, when the services to be provided under this Contract are design professional services to be performed by a design professional, as that term is defined under Section 2782.8, Provider shall, to the fullest extent permitted by law, indemnify protect, defend and hold harmless, AE, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney’s fees of the City Attorney or legal counsel retained by AE, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the negligence, recklessness, or willful misconduct of Provider, its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the AE.
- B. Other than in the performance of professional services by a design professional, which is addressed solely by subdivision (A) of this Section, and to the fullest extent permitted by law, Provider shall indemnify protect, defend and hold harmless, City, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney’s fees of the City Attorney or legal counsel retained by AE, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of the performance of the services required under this Contract by Provider its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the AE.

- C. The Provider's obligation to defend, indemnify and hold harmless shall not be excused because of the Provider's inability to evaluate liability. The Provider shall respond within thirty (30) calendar days to the tender of any claim for defense and indemnity by the AE, unless this time has been extended in writing by the AE. If the Provider fails to accept or reject a tender of defense and indemnity in writing delivered to AE within thirty (30) calendar days, in addition to any other remedy authorized by law, the AE may withhold such funds the AE reasonably considers necessary for its defense and indemnity until disposition has been made of the claim or until the Provider accepts or rejects the tender of defense in writing delivered to the AE, whichever occurs first. This subdivision shall not be construed to excuse the prompt and continued performance of the duties required of Provider herein.
- D. The obligation to indemnify, protect, defend, and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by Provider.
- E. AE shall have the right to approve or disapprove the legal counsel retained by Provider pursuant to this Section to represent AE's interests. AE shall be reimbursed for all costs and attorney's fees incurred by AE in enforcing the obligations set forth in this Section.

**SECTION 7. CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES**

- A. This Contract shall be deemed to have been entered into in Redding, California. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by California law. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.
- B. This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by a writing signed by AE and Provider. No verbal agreement or conversation with any official, officer, agent or employee of AE, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Provider to any additional payment whatsoever under the terms of this Contract.
- C. No covenant or condition to be performed by Provider under this Contract can be waived except by the written consent of AE. Forbearance or indulgence by AE in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by Provider of said covenant or condition is complete, AE shall be entitled to invoke any remedy available to AE under this Contract or by law or in equity despite said forbearance or indulgence.



- D. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- E. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.
- F. Each Party hereto declares and represents that in entering into this Contract, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.
- G. Each of the Parties hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement or the transactions contemplated hereby. Each Party further waives any right to consolidate any action which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
- H. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by AE shall prevail over those prepared by Provider.

## **SECTION 8. SURVIVAL**

The provisions set forth in Sections 3 through 7, inclusive, of this Contract shall survive termination of the Contract.

## **SECTION 9. COMPLIANCE WITH LAWS - NONDISCRIMINATION**

- A. Provider shall comply with all applicable laws, ordinances and codes of federal, state and local governments.

- B. In the performance of this Contract, Provider shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Provider shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

**SECTION 10. REPRESENTATIVES**

- A. AE’s representative for this Contract is Shawwna Flanigan, Associate Project Coordinator, telephone number (530) 225-4299, fax number (530) 245-7160, and email [norcalcoc@cityofredding.org](mailto:norcalcoc@cityofredding.org). All of Provider’s questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.
- B. Provider’s representative for this Contract is Maddelyn Bryan, telephone number (530) 841-2748, email [mcbyran@co.siskiyou.ca.us](mailto:mcbyran@co.siskiyou.ca.us). All of AE’s questions pertaining to this Contract shall be referred to the above-named person.
- C. The representatives set forth herein shall have authority to give all notices required herein.

**SECTION 11. NOTICES**

- A. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10) and delivered by email, or facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

<p><b>To AE:</b>          Shawwna Flanigan          Associate Project Coordinator          City of Redding          777 Cypress Ave.          Redding, CA 96001  <a href="mailto:norcalcoc@cityofredding.org">norcalcoc@cityofredding.org</a></p>	<p><b>To Provider:</b>          Sarah Collard, PhD.          County of Siskiyou Health and Human          Services Agency          2060 Campus Drive          Yreka, CA 96097  <a href="mailto:scollard@co.siskiyou.ca.us">scollard@co.siskiyou.ca.us</a></p>
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- B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.
- C. Notice shall be deemed effective upon: 1) personal service; 2) two calendar days after mailing or transmission by facsimile, whichever is earlier.

**SECTION 12. AUTHORITY TO CONTRACT**

- A. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.
- B. When the Mayor is signatory to this Contract, the City Manager and/or the Department Director having direct responsibility for managing the services provided herein shall have authority to execute any amendment to this Contract which does not increase the amount of compensation allowable to Provider or otherwise substantially change the scope of the services provided herein.

**SECTION 13. DATE OF CONTRACT**

The date of this Contract shall be the date it is signed by AE.

IN WITNESS WHEREOF, AE and Provider have executed this Contract on the days and year set forth below:

**CITY OF REDDING,  
A Municipal Corporation**

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
By: **BARRY TIPPIN, City Manager**

ATTEST:

APPROVED AS TO FORM:

**CHRISTIAN M. CURTIS  
City Attorney**

\_\_\_\_\_  
**SHARLENE TIPTON, City Clerk**

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

**PROVIDER**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
**MICHAEL KOBSEFF, Board Chair  
Board of Supervisors  
County of Siskiyou  
State of California**

ATTEST:  
**LAURA BYNUM  
Clerk, Board of Supervisors**

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

**Tax ID No.: 94-6000537**

## **Exhibit A**

### **Scope of Service**

SCOPE OF SERVICE - Provider, will be responsible for administering the Homeless Housing, Assistance, and Prevention Program (HHAP) Fund activity in a manner satisfactory to AE and consistent with any standards required as a condition of providing these funds in accordance with Cal ICH.

#### **SCOPE OF WORK**

By accepting these funds, the Provider acknowledges that the disbursement of funds is a portion of their total allocation under the HHAP-3 Program, to be used solely for section 1. Rapid Rehousing, section 7. Prevention and Shelter Diversion, and section 8. Interim Sheltering (“Activity” or “Activities”) as outlined below:

1. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
2. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
3. Street outreach to assist persons experiencing homelessness to access permanent housing and services.
4. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
5. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
6. Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
7. Prevention and shelter diversion to permanent housing, including rental subsidies
8. Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
  - a. The number of available shelter beds in the city, county, or region served by a continuum of care;
  - b. The number of people experiencing unsheltered homelessness in the homeless point-in-time count;

- c. Shelter vacancy rate in the summer and winter months;
  - d. Percentage of exits from emergency shelters to permanent housing solutions; and
  - e. A plan to connect residents to permanent housing
  - f. Any new interim sheltering funded by round 2 funds must be low barrier, comply with Housing First, and prioritize interventions other than congregate shelters.
9. Improvements to existing emergency shelters to lower barriers and increase privacy.

### CLIENT SERVICES

1. All services must be provided in accordance with Housing First principals.
2. Provider must participate to the maximum extent possible Coordinated Entry (CE) process for each client served. This includes enrolling homeless participants into CE if they are not already enrolled. Coordinated Entry provides a critical path from homelessness to housing for many people experiencing sheltered homelessness.
3. Provider must ensure all participants associated with your program be enrolled and exited from your program in Homeless Management Information System (“HMIS”) as shown in Exhibit D with services reported therein if appropriate.

### PROVIDER RESPONSIBILITIES

Provider will be responsible for:

1. Recruitment and training of all staff (paid and volunteer) necessary to successfully carry out the Activity;
2. Program operating and overhead costs not covered by the terms of the Agreement;
3. Satisfactory completion and submission of Exhibits C with accompanying documentation to verify the expenses no less than quarterly unless otherwise agreed upon by the Provider and the AE.
4. Timely expenditure of HHAP funds;
5. Submission of quarterly reports and invoices for the prior quarter by the 20<sup>th</sup> of the following month.
6. Submission of final program statistics no later than January 20, 2026;
7. Applying for all available sources of funding that can be used to supplement HHAP funds in the operation of activity;
8. Submission of Provider’s independent audit, financial statement, or any supporting documentation relevant to the delivery of this Activity upon request of AE and

- cooperation with monitoring activities at the request of the AE; and
9. Submitting in writing any requests to change the scope of services, budget, or method of compensation contained in the Agreement and accompanying Exhibits.

**Exhibit B**

**SECTION 1. PAYMENT PROVISIONS**

Summary cost reporting documentation must be submitted with invoices and all back up documentation retained for five years.

Provider will be paid in accordance with the total budget stipulated as follows and subject to any limitations and specifics contained in this Contract and specific regulations:

Project	Amount
Rapid Rehousing	\$17,500.00
Prevention and Shelter Diversion	\$20,312.90
Interim Sheltering	\$187,896.63
<b>Total</b>	<b>\$225,709.53</b>

Provider may request an initial one-time disbursement of up to 50% of the total awarded funds via a completed RFF submitted to AE within 30 days of execution of this Agreement. After the initial disbursement, Provider must demonstrate expenses are in alignment with the approved eligible expenditures using the Quarterly HHAP Report (Exhibit C). Provider must demonstrate prior to each subsequent disbursement request, using a completed RFF, that at least 80% of funds previously disbursed have been expended by Provider pursuant to the terms of this Agreement. Payments will not be made by AE on any RFF unless the previous month's data has been submitted by Provider into HMIS and approved by AE.

This budget is subject to modification with approval of the AE Contract Representative, not to exceed the total payment amount as indicated in Section 2 of the main Contract.

Provider agrees to provide AE with reports that may be required by County, State or Federal agencies for compliance with this Contract including and not limited to:

1. Provider is required to enter each client served into the HMIS. This includes a completed a valid release of information from the program participant so that information may be inputted into HMIS within 3 days upon entry and exit. Failure to input or provide complete, accurate and timely client and program information into HMIS may result in payment delay. Provider acknowledges and agrees to any training necessary to accurately enter data into the HMIS and Coordinated Entry systems. The HMIS and Coordinated Entry systems are maintained by the United Way of Northern California. Their contact information is United Way of Northern California, 3300 Churn Creek Rd., Redding, CA 96001, 530-241-7521.



2. Provider shall submit quarterly reports to the Contract Representative using the required AE format and the Homeless Management Information System (HMIS). Provider will provide quarterly reporting on requested data outcomes and demographics by the 20<sup>th</sup> of the following month.
4. Provider may be requested to provide reports out of HMIS to Contract Representative.
5. Provider shall provide client specific data as requested by AE.

**EXHIBIT C**  
**QUARTERLY HHAP REPORT**

**Subrecipient:**

**Contact Person:**

**Accounting period for this report:**                      **through**

**I. Financial Status**

<b>Eligible Use Category</b>	<b>Funds Obligated</b>	<b>Youth Obligated</b>	<b>Funds Expended</b>	<b>Youth Expended</b>
Rapid Rehousing				
Operating Subsidies				
Street Outreach				
Services Coordination				
Systems Support				
Delivery of Permanent Housing				
Prevention and Shelter Diversion				
Interim Sheltering				
Improvement to Existing Emergency Shelters				
Youth Set Aside				
<b>Totals</b>				



## EXHIBIT D

### NorCal HMIS Intake Form – Adult

<b>1. Intake Summary</b>									
<b>Agency Case No:</b>					<b>Service Point Client No:</b>				
Intake Date	Month	Day	Year		Intake Staff Name				
Case Manager					Staff Direct Phone Line				
Agency Name					Notice of Privacy Practices Acknowledgement signed <input type="checkbox"/> Yes <input type="checkbox"/> No				
Program Name					Release of Information (ROI) Signed <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>2. Household Information</b>									
<b>Household Type</b>	<input type="checkbox"/> Couple (parent & friend) & child(ren)			<input type="checkbox"/> Foster Parent(s) with child(ren)			<input type="checkbox"/> Other		
	<input type="checkbox"/> Couple with no child(ren)			<input type="checkbox"/> Grandparent(s) with child(ren)			<input type="checkbox"/> Single Adult		
	<input type="checkbox"/> Extended family unit			<input type="checkbox"/> Male Single Parent			<input type="checkbox"/> Two Parents with child(ren)		
	<input type="checkbox"/> Female Single Parent			<input type="checkbox"/> Non-custodial Caregiver(s) w/child(ren)					
<b>3. Client Information</b>									
First			Middle			Last			Suffix
Alias				Email Address					
Address					Telephone				
<b>SSN</b>	- -				<b>U.S. Military Veteran</b> <i>(adults only)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused		
<b>SSN Data Quality</b>	<input type="checkbox"/> Full Reported <input type="checkbox"/> Partial/Approx. Reported <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused								
<b>Date of Birth</b>	Month	Day	Year	<b>Gender</b>		<input type="checkbox"/> Woman (Girl, if child) <input type="checkbox"/> Man (Boy, if child) <input type="checkbox"/> Culturally Specific Identity (e.g., Two-Spirit) <input type="checkbox"/> Transgender <input type="checkbox"/> Questioning <input type="checkbox"/> Different Identity			
<b>DOB Data Quality</b>	<input type="checkbox"/> Full DOB Reported <input type="checkbox"/> Approximate or Partial DOB Reported <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused								
<b>Race and Ethnicity</b>	<input type="checkbox"/> American Indian, Alaska Native, or indigenous <input type="checkbox"/> Asian, or Asian American <input type="checkbox"/> Black, African American, or African <input type="checkbox"/> Hispanic/Latina/e/o <input type="checkbox"/> Middle Eastern or North African <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> White								
<b>Relationship to Head of Household (HoH)</b>	<input type="checkbox"/> Self (Head of Household) <input type="checkbox"/> Head of Household's child <input type="checkbox"/> Head of Household's spouse or partner <input type="checkbox"/> Head of Household's other relation member <input type="checkbox"/> Other (non-relation member)				<b>Disabling Condition?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused		
<b>Zip Code of Last Permanent Address</b>					<b>Client Location (CoC) &amp; Current County of Service</b>		<input type="checkbox"/> CA-516 <input type="checkbox"/> Del Norte <input type="checkbox"/> Lassen <input type="checkbox"/> Modoc <input type="checkbox"/> Plumas <input type="checkbox"/> Shasta <input type="checkbox"/> Sierra <input type="checkbox"/> Siskiyou		
<b>Zip Data Quality</b>	<input type="checkbox"/> Full Reported <input type="checkbox"/> Partial/Approx. Reported <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused								
NOTES:									

## NorCal HMIS Intake Form – Adult

4. Homeless Determination						
<p><b>Prior Living Situation</b></p>  <p><b>Where did you spend last night?</b> <i>(all adults &amp; unaccompanied youth)</i></p>	<p><b>--HOMELESS SITUATION--</b></p> <p><input type="checkbox"/> Place not meant for human habitation (car, abandoned building, bus or train station, etc.)</p> <p><input type="checkbox"/> Emergency shelter (incl. hotel/motel or campground paid for w/ES voucher, or RHY-funded Host Home Shelter) (ES)</p> <p><input type="checkbox"/> Safe Haven (SH)</p> <p><b>--INSTITUTIONAL SITUATIONS--</b></p> <p><input type="checkbox"/> Foster care home or foster care group home</p> <p><input type="checkbox"/> Hospital or other residential non-psychiatric medical facility</p> <p><input type="checkbox"/> Jail, prison, or juvenile detention facility</p> <p><input type="checkbox"/> Long-term care facility or nursing home</p> <p><input type="checkbox"/> Psychiatric hospital or other psychiatric facility</p> <p><input type="checkbox"/> Substance abuse treatment facility/detox</p> <p><b>--TEMPORARY AND PERMANENT HOUSING SITUATIONS</b></p> <p><input type="checkbox"/> Residential project or halfway house w/no homeless criteria</p> <p><input type="checkbox"/> Hotel or motel paid for without emergency shelter voucher</p> <p><input type="checkbox"/> Transitional housing for homeless persons (including homeless youth)</p> <p><input type="checkbox"/> Host Home (non-crisis)</p> <p><input type="checkbox"/> Staying or living in a friend's room, apartment or house</p> <p><input type="checkbox"/> Staying or living in a family member's room, apartment or house</p> <p><input type="checkbox"/> Rental by client, with GPD TIP housing subsidy</p> <p><input type="checkbox"/> Rental by client, with VASH subsidy</p> <p><input type="checkbox"/> Permanent housing (other than RRH) for formerly homeless persons</p> <p><input type="checkbox"/> Rental by client, with RRH or equivalent subsidy</p> <p><input type="checkbox"/> Rental by client, with HCV voucher (tenant or project based)</p> <p><input type="checkbox"/> Rental by client in a public housing unit</p> <p><input type="checkbox"/> Rental by client, no ongoing housing subsidy</p> <p><input type="checkbox"/> Rental by client, with other ongoing housing subsidy</p> <p><input type="checkbox"/> Owned by client, with ongoing housing subsidy</p> <p><input type="checkbox"/> Owned by client, no ongoing housing subsidy</p> <p><b>--OTHER--</b></p> <p><input type="checkbox"/> Client doesn't know</p> <p><input type="checkbox"/> Client refused</p> <p><input type="checkbox"/> Data Not Collected</p>			<p>*If yes to Temporary/Permanent Housing or Institutional Situations:</p> <p>On the night before, did you stay on the streets, ES, or SH?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>Length of stay in previous place</b></p>	<p><input type="checkbox"/> One night or less</p> <p><input type="checkbox"/> Two to six nights</p> <p><input type="checkbox"/> One week or more, but less than one month</p> <p><input type="checkbox"/> One month or more, but less than 90 days</p> <p><input type="checkbox"/> 90 days or more, but less than one year</p> <p><input type="checkbox"/> One year or longer</p> <p><input type="checkbox"/> Client doesn't know</p> <p><input type="checkbox"/> Client refused</p>	<p><b>Number of times client has been homeless (on the streets, in ES, or SH) in past three years including today</b></p>	<p><input type="checkbox"/> 1 time</p> <p><input type="checkbox"/> 2 times</p> <p><input type="checkbox"/> 3 times</p> <p><input type="checkbox"/> Four or more times</p> <p><input type="checkbox"/> Client doesn't know</p> <p><input type="checkbox"/> Client refused</p>			
<p><b>Approximate date homelessness started</b></p>	<p>Month          Day          Year</p>	<p><b>Total number of months homeless on the street in the past three years</b></p>	<p><input type="checkbox"/> 1 month (this time is the first month)</p> <p><input type="checkbox"/> 2   <input type="checkbox"/> 3   <input type="checkbox"/> 4   <input type="checkbox"/> 5   <input type="checkbox"/> 6</p> <p><input type="checkbox"/> 7   <input type="checkbox"/> 8   <input type="checkbox"/> 9   <input type="checkbox"/> 10   <input type="checkbox"/> 11</p> <p><input type="checkbox"/> 12   <input type="checkbox"/> More than 12 months</p> <p><input type="checkbox"/> Client doesn't know    <input type="checkbox"/> Client refused</p>			
5. Monthly Income						
<p><b>Income from any source:</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> Client doesn't know    <input type="checkbox"/> Client refused</p>						
<b>Source of Income:</b>	<b>Receiving Income Source</b>	<b>Amount Received</b>	<b>Additional Household Members</b>	<b>Notes</b>		
<b>Alimony or Other Spousal Support</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$			
<b>Child Support</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$			
<b>Earned Income (wages)</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$			
<b>General Assistance (GA)</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$			
<b>Other</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$			
<b>Pension or retirement income from another job</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$			
<b>Private Disability Insurance</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$			
<b>Retirement Income from Social Security</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$			
<b>SSDI</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$			
<b>SSI</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$			
<b>TANF (including CalWORKs)</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$			
<b>Unemployment Insurance</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$			

## NorCal HMIS Intake Form – Adult

<b>VA Non-Service-Connected Disability Pension</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
<b>VA Service-Connected Disability Compensation</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	
<b>Worker's Compensation</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	

### 6. Non-Cash Benefits

**Non-cash benefit from any source:**  Yes  No  Client doesn't know  Client refused

Source of Non-cash benefit:	Receiving Benefit	Type Received	Additional Household Members	Notes
<b>SNAP including CalFresh (Food Stamps)</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Special Supplemental Nutrition Program (WIC)</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>TANF Child Care Services</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>TANF Transportation Services</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Other TANF Funded Services (Sec.8/Public Housing/Rent Assist)</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Other Source</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			

### 7. Health Insurance

**Covered by Health Insurance:**  Yes  No  Client doesn't know  Client refused

Health Insurance type:	Covered?	Start date	Insurance Notes
<b>MEDICAID/MEDI-CAL</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>MEDICARE</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>State Children's Health Insurance Program</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Veteran's Administration (VA) Medical Services</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Employer – Provided Health Insurance</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Health Insurance obtained through COBRA</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Private Pay Health Insurance</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>State Health Insurance for Adults</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Indian Health Services Program</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Other</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No		

### 8. Disabilities

Disability Type:	Disability Determination	If Yes, Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	Start date	Disability Notes
<b>Alcohol Use Disorder</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
<b>Both Alcohol and Drug Use Disorder</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
<b>Chronic Health Condition</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
<b>Developmental</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
<b>Drug Use Disorder</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
<b>HIV/AIDS</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
<b>Mental Health Problem</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		
<b>Physical</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know	<input type="checkbox"/> Yes <input type="checkbox"/> Client doesn't know <input type="checkbox"/> No <input type="checkbox"/> Client refused		

## NorCal HMIS Intake Form – Adult

9. Domestic Violence Questions			
<b>Are you a Domestic Violence Victim/Survivor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused		
<b>IF YES – When did the Domestic Violence experience occur?</b>	<input type="checkbox"/> Within past 3 months <input type="checkbox"/> 3-6 mo. Ago <input type="checkbox"/> 6-12 mo. Ago <input type="checkbox"/> More than a year ago <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused		
	<b>IF YES – Are you currently fleeing?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused		
10. Coordinated Entry Questions			
<b>Do you have a felony conviction?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Registered sex offender?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Have you ever been denied housing because of criminal convictions?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Do you have any pets?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. Residential Move-In Date			
<b>If Yes, Date of Move-In</b>	Month	Day	Year
<b>12. Street Outreach Only</b>	Date of Engagement:		
NOTES:			

**Homeless Management Information System (HMIS)  
Authorization to Use or Disclose Confidential Information**

I hereby authorize use or disclosure of the named individuals' confidential information (CI) collected in the Vulnerability Index, as described below. I understand this authorization may include the disclosure or exchange of information in written, verbal, electronic and/or other forms. The named individuals' CI will not be made public and will only be used with strict confidentiality.

**Client:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

I understand that \_\_\_\_\_ (Service Provider) collected information about me and/or my dependents listed below to enter it into a database system called Homeless Management Information System (HMIS). This database helps the Continuum of Care (CoC) members and HUD to better understand homelessness, to improve service delivery to the homeless, and to evaluate the effectiveness of services provided to the homeless in the CoC. Participation in data collection and release, although optional, is a critical component of our community's ability to provide the most effective services and housing. The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared, in compliance with the standards set forth by federal, state, and local regulations governing confidentiality of client records. Every person and agency that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information.

The CI gathered and prepared will be included in a HMIS database of participating agencies who have entered into a Data Sharing Agreement and shall be used to:

- a. Produce a client profile at intake that will be shared by collaborating agencies
- b. Produce anonymous, aggregate-level reports regarding use of services
- c. Track individual program-level outcomes
- d. Identify unfilled service needs and plan for the provision of new services
- e. Allocate resources among agencies engaged in the provision of new services
- f. Disclose if required by court order or as required by law
- g. Assess needs for housing, utility assistance, food, counseling and/or other services.



The information may include, but is not limited to the following CI:

- Full Name
  - Date of Birth
  - Social Security Number
  - Gender
  - Ethnicity & Race
  - Veteran Status
  - Program entry date
  - Program exit date
  - CIN/insurance
  - Residence prior to project entry
  - HIV/AIDS status
  - Homeless history
  - Zip Codes of last permanent address
  - Family composition
  - Employment status
  - Housing information
  - Income and benefits information
  - Domestic Violence
  - Mental Health
  - Disabling condition
  - Alcohol & drug
  - Legal history
  - Photo (if applicable)
- The release of my information listed above does not guarantee that I will receive assistance, and my refusal to authorize the use of my information does not disqualify me from receiving assistance.
  - I may revoke this authorization at any time by signing a “Revocation of Consent to Release Information form”.
  - I understand the revocation will not apply to information already released based on this authorization, and all information about me already in the database will remain but will become invisible to all of the participating agencies.
  - My records are protected by federal, state, and local regulations governing confidentiality of client records and cannot be disclosed without my written consent unless otherwise provided for in the regulations, law, or court order.
  - Auditors or funders who have legal rights to review the work of this agency, including the U.S. Department of Housing & Urban Development and Department of Healthcare Services may see my information.
  - People using HMIS information to write reports may see my information. Researchers must sign an agreement to protect and deidentify CI before seeing HMIS data.
  - I understand I may inspect or obtain a copy of the CI to be used or disclosed. I have the right to receive a copy of this authorization.
  - This authorization is valid for three (3) years from the date of my signature below or the 18<sup>th</sup> birthday of the minor dependent, whichever occurs first.

**Participating agencies:** Agencies within the NorCal Continuum of Care HMIS are authorized to use, disclose, and obtain information from the HMIS database are listed below. These agencies may update periodically and can have retroactive effectiveness:

**Del Norte:**

County of Del Norte

Del Norte Mission Possible  
Crescent City

**Lassen:**

Lassen County HSS  
Susanville Indian Rancheria

**Modoc County:**

TEACH  
Modoc County

**Plumas:**

Plumas Crisis Intervention Resource Center  
Plumas County Behavioral Health

**Sierra County:**

Sierra County

**Shasta:**

Faithworks  
No Boundaries  
Good News Rescue Mission  
Nation's Finest  
Pathways to Housing  
Ready for Life  
Hill Country Community Clinic  
Shasta Community Health Center  
Access Homes  
Shasta County HHSA  
Shasta County Housing Authority  
City of Redding  
Lutheran Social Services  
North Valley catholic Social Services  
Northern California Youth and Family Programs  
Shasta County Office of Education  
United Way

**Siskiyou County:**

Siskiyou County HHSA  
Karuk Tribe  
Youth Empowerment Siskiyou

**Partnership Health Plan of California**

Please initial one of the following levels of consent:

\_\_\_\_\_ I give authorization for confidential information **to be entered into HMIS and shared between participating agencies.**

**OR**

\_\_\_\_\_ I do not consent to the inclusion of confidential information in HMIS.

\_\_\_\_\_ I, \_\_\_\_\_ (name of parent or legal guardian), am the parent or legal guardian of child(ren) listed below) and have legal authority to execute this Release. My signature on this document is intended to bind myself, my child or any child whom I have legal custody and control of and for whom I have the authority to execute this release. The undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by California law.

List all Dependent children under 18 in household, if any (first and last names):

1.	2.
3.	4.
5.	6.
7.	8.

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Relationship to Client

<b>1. Exit Summary</b>	
Agency Name	Staff Name
Program Name	Staff Phone Line
Date of entry into program	Date of exit from program
<b>2. Client Information</b>	
Client Name	Today's Date
SSN	Street Address
Date of Birth	City, State, Zip
Email	Phone
<b>3. Reason For Leaving</b>	
<input type="checkbox"/> Completed program <input type="checkbox"/> Criminal activity/violence <input type="checkbox"/> Death <input type="checkbox"/> Disagreement with rules/persons <input type="checkbox"/> Left for housing opportunity before completing program <input type="checkbox"/> Needs could not be met	<input type="checkbox"/> Non-compliance with program <input type="checkbox"/> Non-payment of rent <input type="checkbox"/> Other <input type="checkbox"/> Reached maximum time allowed <input type="checkbox"/> Unknown/Disappeared
If other, specify:	
<b>4. Destination</b>	
<input type="checkbox"/> Place not meant for habitation <input type="checkbox"/> Emergency shelter, including hotel or motel paid for with emergency shelter voucher <input type="checkbox"/> Safe Haven <input type="checkbox"/> Foster care home or foster care group home <input type="checkbox"/> Hospital or other residential non-psychiatric medical facility <input type="checkbox"/> Jail, prison, or juvenile detention facility <input type="checkbox"/> Long-term care facility or nursing home <input type="checkbox"/> Psychiatric hospital or other psychiatric facility <input type="checkbox"/> Substance abuse treatment facility or detox center <input type="checkbox"/> Residential project or halfway house w/no homeless criteria <input type="checkbox"/> Hotel or motel paid for without emergency shelter voucher <input type="checkbox"/> Transitional housing for homeless persons (including homeless youth)* <input type="checkbox"/> Host Home (non-crisis) <input type="checkbox"/> Staying or living in a friend's room, apartment or house, temporary tenure <input type="checkbox"/> Staying or living in a family member's room, apartment or house, temporary tenure <input type="checkbox"/> Staying or living in a friend's room, apartment or house, permanent tenure <input type="checkbox"/> Staying or living in a family member's room, apartment or house, permanent tenure <input type="checkbox"/> Moved from one HOPWA funded project to HOPWA PH <input type="checkbox"/> Moved from one HOPWA funded project to HOPWA TH <input type="checkbox"/> Rental by client, with GPD TIP housing subsidy <input type="checkbox"/> Rental by client, with VASH housing subsidy <input type="checkbox"/> Permanent housing (other than RRH) for formerly homeless persons <input type="checkbox"/> Rental by client, with RRH or equivalent subsidy <input type="checkbox"/> Rental by client, with HCV voucher (tenant or project based) <input type="checkbox"/> Rental by client in a public housing unit <input type="checkbox"/> Rental by client, no ongoing housing subsidy <input type="checkbox"/> Rental by client, with other ongoing housing subsidy <input type="checkbox"/> Owned by client, with ongoing housing subsidy <input type="checkbox"/> Owned by client, no ongoing housing subsidy <input type="checkbox"/> No exit interview completed <input type="checkbox"/> Other <input type="checkbox"/> Deceased <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused <input type="checkbox"/> Data Not Collected	
If other, specify:	
<b>5. Residential Move-In Date (RRH Only)</b>	

<b>If Yes, Date of Move-In</b>	Month	Day	Year

**6. Updates**

Monthly Income	Amount	Non-Cash Benefits	Amount
<input type="checkbox"/> NO CHANGE AT EXIT		<input type="checkbox"/> NO CHANGE AT EXIT	
<input type="checkbox"/> Alimony or Other Spousal Support	\$	<input type="checkbox"/> SNAP including CalFresh (Food Stamps)	\$
<input type="checkbox"/> Child Support	\$	<input type="checkbox"/> Special Supplemental Nutrition Program (WIC)	\$
<input type="checkbox"/> Earned Income (wages)	\$	<input type="checkbox"/> TANF Child Care Services	\$
<input type="checkbox"/> General Assistance (GA)	\$	<input type="checkbox"/> TANF Transportation Services	\$
<input type="checkbox"/> Other	\$	<input type="checkbox"/> Other TANF Funded Services (Sec.8/Public Housing/Rent Assist)	\$
<input type="checkbox"/> Pension or retirement income from another job	\$	<input type="checkbox"/> Other Source	\$
<input type="checkbox"/> Private Disability Insurance	\$		
<input type="checkbox"/> Retirement Income from Social Security	\$		
<input type="checkbox"/> SSDI	\$		
<input type="checkbox"/> SSI	\$		
<input type="checkbox"/> TANF (including CalWORKs)	\$		
<input type="checkbox"/> Unemployment Insurance	\$		
<input type="checkbox"/> VA Non-Service Connected Disability Pension	\$		
<input type="checkbox"/> VA Service Connected Disability Compensation	\$		
<input type="checkbox"/> Worker's Compensation	\$		

Health Insurance:	Notes	Disabilities	Notes
<input type="checkbox"/> NO CHANGE AT EXIT		<input type="checkbox"/> NO CHANGE AT EXIT	
<input type="checkbox"/> MEDICAID/MEDI-CAL		<input type="checkbox"/> Alcohol Abuse	
<input type="checkbox"/> MEDICARE		<input type="checkbox"/> Both Alcohol and Drug Abuse	
<input type="checkbox"/> State Children's Health Insurance Program		<input type="checkbox"/> Chronic Health Condition	
<input type="checkbox"/> Veteran's Administration (VA) Medical Services		<input type="checkbox"/> Developmental	
<input type="checkbox"/> Employer – Provided Health Insurance		<input type="checkbox"/> Drug Abuse	
<input type="checkbox"/> Health Insurance obtained through COBRA		<input type="checkbox"/> HIV/AIDS	
<input type="checkbox"/> Private Pay Health Insurance		<input type="checkbox"/> Mental Health Problem	
<input type="checkbox"/> State Health Insurance for Adults		<input type="checkbox"/> Physical	
<input type="checkbox"/> Indian Health Services Program			
<input type="checkbox"/> Other			

**\*\*\*OPTIONAL EXIT QUESTIONS\*\*\***

**What supportive services did the client receive while in the program?**

<input type="checkbox"/> Outreach	<input type="checkbox"/> Education
<input type="checkbox"/> Drug or Alcohol abuse services	<input type="checkbox"/> Child care
<input type="checkbox"/> Employment assistance	<input type="checkbox"/> Domestic Violence services
<input type="checkbox"/> Legal Services	<input type="checkbox"/> Life skills (outside of case management)
<input type="checkbox"/> Credit repair	<input type="checkbox"/> Housing placement and search
<input type="checkbox"/> Medi-Cal related services	<input type="checkbox"/> Transportation
<input type="checkbox"/> Case management	<input type="checkbox"/> Financial Assistance
<input type="checkbox"/> Mental Health services	<input type="checkbox"/> Other
<input type="checkbox"/> Landlord engagement	

NorCal CA 516 Continuum of Care  
**Homeless Management Information System (HMIS)**  
**Notice of Privacy Practices**

**THIS NOTICE DESCRIBES HOW INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

If you have any questions about this Notice, you may contact either your service provider, or:  
United Way of Northern California  
3300 Churn Creek Rd, Redding, CA 96002  
(530) 241-7521

Your information is personal, and the NorCal CA 516 Continuum of Care is committed to protecting it. Your information is also very important to our ability to provide you with quality services, and to comply with certain laws. This notice describes the privacy practices our employees and other personnel are required to follow in handling your information.

**We are legally required to:** Keep your information confidential, give you this notice of our legal duties and privacy practices with respect to your information, and comply with this notice.

**CHANGES TO THIS NOTICE**

We reserve the right to revise or change the terms of this Notice, and to apply those changes to our policies and procedures regarding your information. To obtain a copy of this notice, you can either ask any member of staff, or go to the Nor Cal Continuum of Care website at: [https://www.cityofredding.gov/government/departments/housing/housing\\_\\_community\\_development/norcal\\_continuum\\_of\\_care/index.php](https://www.cityofredding.gov/government/departments/housing/housing__community_development/norcal_continuum_of_care/index.php)

**HOW WE MAY USE AND DISCLOSE YOUR INFORMATION**

**For Housing:** We create a record of your information, including housing services you receive at our partner agencies. We need this record to provide you with quality services and to comply with certain legal requirements.

Participating agencies may use or disclose your information to other personnel who are involved in providing services for you. For example, a housing navigator may need to know disability information to provide appropriate housing resources. Your service team may share your information in order to coordinate the different things you need, such as referrals and services.

Participating agencies may use and disclose your information to other participating HMIS agencies.

We also may use and disclose your information to recommend service options or alternatives that may be of interest to you. Additionally, we may use and disclose your information to tell you about health-related benefits or services that may be of interest to you for example, Medi-Cal eligibility or Social Security benefits. You have the right to refuse this information.

**For Service Collaboration:** We also may use and disclose your information about you so that you do not have provide information more than once. This sharing, only when you access one of the participating agencies, can help avoid duplication of services and referrals that you are already receiving.

**USES AND DISCLOSURES THAT DO NOT REQUIRE YOUR AUTHORIZATION**

**Research:** Under certain circumstances, we may use and disclose information about you for research purposes. For example, a research project may involve comparing your service level and of all clients who received similar services. All research projects, however, are subject to a special approval process. This process evaluates a proposed research project and its use of information, trying to balance the research needs with clients' need for privacy of their information. Before the use or disclosure of information for research purposes, any such research project must be

approved through an approval process. Aggregate information about you may be disclosed to people conducting a research project to help them identify data for clients with specific needs.

**As Required By Law:** We will use and disclose information when required by federal or state law or regulation.

**To Avert a Serious Threat to Health or Safety:** We may use and disclose your information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

**Public Health Activities:** We may disclose your information for public health activities such as to report the abuse or neglect of children, elders, and dependent adults.

**Abuse, Neglect, or Domestic Violence:** We may disclose your information when notifying the appropriate government authority if we believe you have been the victim of abuse, neglect, or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

**Oversight Activities:** We may disclose your information to an oversight agency, such as the Department of Housing and Urban Development (HUD) or the State of California, for activities authorized by law. These oversight activities are necessary for the government to monitor government service programs, and compliance with civil rights laws.

### **OTHER USES OF YOUR INFORMATION**

Other uses and disclosures of your information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you provide us authorization to disclose your information, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose your information for the reasons covered by the authorization, except that, we are unable to take back any disclosures we have already made when the authorization was in effect, and we are required to retain our records of the services that we provided to you.

### **YOUR RIGHTS REGARDING INFORMATION ABOUT YOU**

#### **Right to Inspect and Obtain Copies:**

With certain exceptions, you have the right to inspect and obtain copies of your information from our records. To inspect and obtain copies of your information, you must submit a request in writing to your service provider where you received services. The request will be reviewed and responded to within three (3) business days. We reserve the right to deny your right to inspect and obtain copies of your information. If your request is denied, you may appeal this decision and request that another services professional by the United Way of Northern California, who was not involved in your provision of services, review the denial.

#### **Right to Request an Amendment:**

If you feel that your information in our records is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as we keep the information. To request an amendment, you must submit a request in writing to your service provider. Your request will become part of your record.

#### **Right to Request Restrictions:**

You have the right to request that we follow additional, special restrictions when disclosing your information. To request restrictions, you must make your request in writing to your service provider. In your request, you must tell us what information you want to limit, the type of limitation, and to whom you want the limitation to apply.

#### **Right to Request Confidential Communications:**

You have the right to request that we communicate with you about appointments or other matters related to your service in a specific way or at a specific location. For example, you can ask that we only contact you at work, or by mail at a post office box. To request confidential communications, you must make your request in writing to your Agency case manager or the person in charge of your services. Your request must specify how or where you wish to be contacted.





**EXHIBIT E**  
**ANTI-LOBBYING CERTIFICATION**

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The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_