Training, Employment, and Community Help, Inc.
COUNTY FUNDING AGREEMENT

THIS CONTRACT is made at Alturas, California, by and between Training, Employment, and Community Help, Inc. (T.E.A.C.H., Inc.) as the Administrative Entity for the NorCal Continuum of Care, a non-profit organization ("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

A. AE and Provider agree that all services pursuant to this Contract will be performed by Provider in accordance with the terms and conditions (as applicable) set forth in Standard Agreement No: 22-HHAP-30059 executed on November 6, 2025 between T.E.A.C.H., Inc. and the Department of Housing and Community Development enclosed herein as Exhibit "A" and incorporated hereby by reference.

Exhibit A: Standard Agreement Number 22-HHAP-30059

B. Subject to all applicable terms and conditions as set forth in this Contract, Provider shall provide to AE the services described in Scope of Service (Exhibit B), attached and incorporated herein. Provider shall provide the services at the time, place and in the manner specified in Exhibit B. Provider shall provide a monthly report to AE no later than the 20th of each month in the form set forth in Monthly HHAP-3 Report (Exhibit D), 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 Payment Provisions (Exhibit C), 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. This Agreement shall terminate on December 31, 2026, or upon delivery of the HHAP-3 final report required by HSC Section 50233(b), whichever is sooner.

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 T.E.A.C.H. Inc. Should the funding for the project and/or work set forth herein not be appropriated or allocated by T.E.A.C.H. Inc., AE may terminate this Contract 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 Contract. 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. By January 1, 2023, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to HCD in a format provided by HCD. Annual reports will include a request for data on expenditures and people served with HHAP-3 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, HCD may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. All HHAP-3 funds shall be expended by June 30, 2026. No later than October 1, 2026, the Grantee shall submit a final report, in a format provided by HCD, as well as a detailed explanation of all uses of the Program funds.

B. All Provider records with respect to any matters covered by this Contract 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 Contract and may result in the withholding of future payments.

C. 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 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 the Payment Provisions (Exhibit C) established by T.E.A.C.H. Inc. attached and incorporated herein.

G. Drawdowns for the payment of eligible expenses shall be made against the line budget items specified in Payment Provisions (Exhibit C) and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit C 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 Contract. Monthly Reporting (Exhibit D), including "zero" expenses, shall be accompanied by documentation to verify the expenses. The Request for Funding (RFF) (Exhibit F) 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 F and approving any request for reimbursement.

H. 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.

I. 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.

J. 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.

K. 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 T.E.A.C.H. Inc., Provider shall file financial disclosure forms with T.E.A.C.H. Inc.

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:

Coverage	Required	If Applicable
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 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 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 officers, employees, and agents and volunteers are to be covered as additional insureds 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 officers, employees, agents and volunteers.

2. The insurance coverage of Provider shall be primary insurance as respects AE, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by AE, its officers, employees, agents and volunteers, shall be in excess of Provider's insurance and shall not contribute thereto.

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 Training, Employment and Community Help, Inc. as a Certificate Holder of the insurance. Provider shall furnish AE with certificates of insurance and original endorsements affecting the coverages required by this clause. Certificates and endorsements shall be submitted electronically to AE via email to jnorthrup@teachinc.org . 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 Certificates must be approved 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) 233-3111 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 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 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, T.E.A.C.H. Inc., its 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 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 Alturas, 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 Exhibit A through Exhibit F, contains the entire Contract 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 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 Contract 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. Notwithstanding the foregoing, in the event of any conflict between the term and conditions of the body of this Contract and the Payment Provisions contained in Exhibit C, the terms in Exhibit C 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 Jamie Northrup, Program Analyst, telephone number (530)233-3111, fax number (530)233-4744, and email jnorthrup@teachinc.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_____. 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:

To AE:	**To Provider:**
Jamie Northrup Program Analyst T.E.A.C.H., Inc. 112 E 2nd St. Alturas, CA. 96101 jnorthrup@teachinc.org	Sarah Collard, Ph.D. Agency Director County of Siskiyou Health and Human Services Agency 2060 Campus Dr. Yreka, CA. 96097 scollard@co.siskiyou.ca.us

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.

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:

T.E.A.C.H., Inc.
A Non-Profit Organization

Dated: _____, 20____

_____

By: Carol Madison, Executive Director

PROVIDER

Dated: _____, 20____

_____
By: Ray A. Haupt, Chair
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
Laura Bynum
Clerk, Board of Supervisors

By:_____
Deputy

EXHIBIT B
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 California Department of Housing and Community Development (HCD).

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 the following:

- Rapid Rehousing
- Prevention and Shelter Diversion
- Interim Sheltering

HHAP 3 Program Eligible Uses are 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, new navigation centers and emergency 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 HHAP-3 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.

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 principles.

2. Provider must participate to the maximum extent possible in the 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").

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 Contract;

3. Satisfactory completion and submission of Monthly Report (Exhibit D) with accompanying documentation to verify the expenses for the prior month due by the 20th of the following month.

4. Applying for all available sources of funding that can be used to supplement HHAP funds in the operation of activity;

5. 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

6. Submitting in writing any requests to change the scope of services, budget, or method of compensation contained in the Contract and accompanying Exhibits.

7. All proceeds from any interest-bearing account opened by subrecipients to the Grantee for the deposit of HHAP-3 funds, must be used for HHAP-3-eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by the Department. The Department reserves the right to perform a financial audit on the use of the proceeds from interest-bearing accounts.

8. Adhering to all requirements in HCD Contract #22-HHAP-30059 Exhibit D and E.

9. Submission of signed Anti-Lobbying Certification (Exhibit E).

EXHIBIT C
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:

Eligible Use Category	Amount	Youth Set Aside (subset of the total obligated and expended)
Rapid Rehousing	$20,715.03	
Operating Subsidies		
Street Outreach		
Service Coordination		
Systems Support		
Delivery of Permanent Housing		
Prevention and Shelter Diversion	$25,886.95	
Interim Sheltering (Navigation center, emergency shelter)	$179,107.55	
Improvement to Existing Emergency Shelters		
Total	**$225,709.53**	

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 thirty (30) days of execution of this Contract. After the initial disbursement, Provider must demonstrate expenses are in alignment with the approved eligible expenditures using the Monthly HHAP-3 Report (Exhibit D). 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 Contract.

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 valid release of information from the program participant so that information may be inputted into HMIS within three (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 system is maintained by PATHWAYS-MISI.

2. Provider shall submit monthly reports to the Contract Representative using the required AE format by the 20th of the following month along with all supporting documentation to verify expenditures.

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 D
MONTHLY HHAP-3 REPORT

Note: The Monthly Report, along with all supporting documentation to verify expenditures for the prior month, is **due by the 20th of the following month** in accordance with Scope of Service (Exhibit B).

SUBRECIPIENT AGREEMENT - EXHIBIT D

Homeless Housing, Assistance, and Prevention Program (HHAP)
MONTHLY REPORT

HHAP-3

Note: The Monthly Report, along with all supporting documentation to verify expenditures for the prior month, is due by the 20th of the following month in accordance with Scope of Service (Exhibit B).

Subrecipient:	
Contact Person:	
Month:	-Select Month-

I. Financial Status

Total All Funds Awarded:	**$0.00**

Eligible Use Category	Funds Obligated	Funds Expended	Category Balances	Youth Obligated (subset of the total obligated)	Youth Expended (subset of the total expended)	Youth Category Balances
Rapid Rehousing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Operating Subsidies	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Street Outreach	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Services Coordination	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Systems Support	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Delivery of Permanent Housing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Prevention and Shelter Diversion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interim Sheltering (New Navigation Centers and Emergency Shelters)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Improvement to Existing Emergency Shelters	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Totals:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Balance	$0.00	$0.00	$0.00			
Total All Funds Awarded:	$0.00	(All Eligible Use Categories Including Youth Set Aside)				

II. Describe any successes or challenges during this reporting period:

EXHIBIT E
ANTI-LOBBYING CERTIFICATION

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:_____

EXHIBIT F
REQUEST FOR FUNDS

Subrecipient Agreement - Exhibit F

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

HHAP-3

Contract #:	
Expiration:	
Invoice Number	
Subrecipient:	
Contract Person:	
Phone:	
Email:	

Instructions: Please attach copies of invoices, or expenditure documents with the RFF

This billing is for the period of :	(Date)	to:	(Date)

Budget Breakdown

Total All Funds Awarded: $0.00

Eligible Use Category	Funds Obligated	Funds Expended	Category Balances	Request Draw Amount	Balance Left to Draw	Youth Obligated (subset of the total obligated)	Youth Expended (subset of the total expended)	Youth Category Balances	Request Draw Amount	Youth Balance Left to Draw
Rapid Rehousing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Operating Subsidies	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Street Outreach	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Services Coordination	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Systems Support	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Delivery of Permanent Housing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Prevention and Shelter Diversion	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Interim Sheltering (New Navigation Centers and	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Improvement to Existing Emergency Shelters	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Totals:	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Balance	$0.00	$0.00								

Total All Funds Awarded:	$0.00	(All Eligible Use Categories Including Youth Set Aside)

By signing below, I certify that at least 80% of the grant funding previously drawn down has been expended pursuant to the terms of the agreement

Name of Authorized Person		Date
Signature of Authorized Person		Date
AE Approval Signature		Date

Date Revised 11/25/25