

**HOMELESS HOUSING ASSISTANCE AND PREVENTION PROGRAM GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
Monterey/San Benito Counties Coalition of Homeless Services Providers  
AND  
The County of San Benito Health and Human Services Agency**

THIS AGREEMENT is made and entered into by and between the Coalition of Homeless Services Providers (“COALITION”) and the County of San Benito Health and Human Services Agency (“SUBRECIPIENT”) (collectively “PARTIES”) to undertake activities under the Homeless Housing Assistance and Prevention Program (“HHAP”) as approved by the California Business Consumer Services and Housing Agency (“BCSH” or “STATE” or “AGENCY”), Homeless Coordinating and Financing Council (“HCFC”).

WHEREAS, this Agreement sets forth the responsibilities of COALITION and SUBRECIPIENT in accomplishing the objectives of State of California’s Homeless Housing Assistance and Prevention Program, hereinafter referred to as HHAP. Pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), the State has established HHAP. The program is administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency. The general purpose of HHAP is to provide one-time flexible block grant funding to support regional coordination and expand or develop local capacity to address their immediate needs of homeless individuals and individuals at imminent risk of homelessness in the service area of each Subrecipient. In accordance with the cited authority, HHAP funds are to be allocated for eligible uses under the grant, which include, but are not limited to, the following: rental assistance/rapid rehousing, operating subsidies/reserves, landlord incentives, outreach, systems support for regional collaboration, delivery of permanent housing, prevention, and new navigation centers or emergency shelters;

WHEREAS, the COALITION has applied for and received funds from the AGENCY through HHAP; and

WHEREAS, the COALITION wishes to engage the SUBRECIPIENT to assist the COALITION in utilizing such HHAP funds to carry out the activities described in this AGREEMENT for the purpose of aiding people experiencing homelessness in Monterey and/or San Benito counties;

WHEREAS, the SUBRECIPIENT understands the full scope of COALITION’s participation in this Agreement is to facilitate transfer to SUBRECIPIENT a portion of funds received by the COALITION from the AGENCY through HHAP, and no further funding obligations by or against COALITION are intended to arise;

NOW, THEREFORE, it is agreed between the PARTIES hereto that:

I. SCOPE OF SERVICES

A. Eligible Activities

The Scope of Work (“WORK”) for this Agreement shall include one-time uses that are consistent with State Regulation Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019), for eligible uses. All HHAP-funded activities shall operate in a manner consistent with Health and Safety Code section 50219, subdivision (c)(1) – (8), and any other applicable laws. Additionally, Senate Bill (SB)1380 (Mitchell, Chapter 847, Statutes of 2016) requires all programs funded through State grants through the HCFC that provide housing or housing-based services to people experiencing homelessness to incorporate the core components of Housing First as enumerated in Welfare and Institutions Code Section 8255.

B. Services to be Provided

SUBRECIPIENT shall be responsible for providing outreach, case management, emergency shelter, housing navigation, and referrals targeting homeless individuals in accordance with the Scope of Services set forth in Attachment A to this Agreement, and in accordance with the State Regulation Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019).

A. Staffing

Only the salary and benefits for the positions listed in the budget in Attachment B to this Agreement as funded by HHAP funds, if any, are eligible for reimbursement. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior written approval of the COALITION. SUBRECIPIENT shall ensure adequate and appropriate staffing are allocated to each HHAP activity.

D. Levels of Accomplishment – Goals and Performance Measures

SUBRECIPIENT shall be responsible to accomplish the levels of performance as set forth in Attachment A. SUBRECIPIENT shall report performance data to the COALITION in accordance with Attachment A and as required by the STATE in Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under AB 101 (Chapter 159, Statutes of 2019) and in the HHAP Notice of Funding Available (NOFA) dated October 29, 2019.

E. Performance Monitoring

COALITION will monitor performance of SUBRECIPIENT against goals and performance measures as stated above and has a duty to notify SUBRECIPIENT of any issues of which COALITION is aware with SUBRECIPIENT meeting goals or performance measures and giving SUBRECIPIENT an opportunity to correct. SUBRECIPIENT shall timely provide COALITION all necessary reporting information as required by the STATE in the administration and review of the Project(s). Substandard performance as determined by the COALITION will constitute noncompliance with this Agreement. After being notified by COALITION, if action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by COALITION for an opportunity to cure and/or come to an agreement, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Activities of the SUBRECIPIENT shall start on February 01, 2022 and end on June 30, 2026 (“Project Period”). All work to be performed as set forth in Attachment A shall be completed by September 01, 2024. COALITION will monitor SUBRECIPIENT activities during Project Period to ensure timely expenditure and will grant contract extensions when appropriate. If any funds are not expended by the Project Period and the COALITION deems a contract extension is not eligible, the COALITION may advise that funds be re-allocated as to avoid reversion to the STATE.

III. BUDGET

Project costs shall be paid in accordance with the budget specifying HHAP-funded line items as set forth in Attachment B to this Agreement. All costs incurred must be fully documented. In addition, COALITION may require additional detail budget breakdown. SUBRECIPIENT shall provide such supplementary budget information

in a timely fashion in the form and content prescribed by COALITION. Any amendments to the budget must be approved in writing by COALITION.

If the HHAP funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the HHAP funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to COALITION.

SUBRECIPIENT agrees to use STATE HHAP funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the COALITION under this Agreement shall not exceed **\$157,801.85**. Drawdowns for the payment of eligible expenses shall be made against the line items specified in Attachment B and in accordance with performance.

SUBRECIPIENT shall provide billing invoices with associated documentation to COALITION by the 10<sup>th</sup> day of the month for expenses incurred for the previous month. Associated documentation includes: staff timecards, invoices from subcontractors, receipts for purchases under the HHAP funded program, and other data, as appropriate, evidencing the necessity of such expenditure. If billing information is complete and received in a timely manner, the HHAP funded organization can expect payment within a minimum of 30 and maximum of 60 days. Capital project billing and payment may be directly tied to milestone accomplishment. Expenses incurred prior to February 1, 2022 are not eligible for payment through HHAP funds.

No costs shall be billed except for expenditures authorized in the project budget as set forth in Attachment B. Costs must be itemized and must be of sufficient detail (e.g., be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure) to provide a sound basis for COALITION to make review the claim and effectively monitor costs.

COALITION reserves the right to suspend payments should the SUBRECIPIENT fail to provide required reports in a timely and adequate fashion or if SUBRECIPIENT fails to meet other terms or conditions of this Agreement.

HHAP funds shall be deposited and maintained in a separate fund account upon the books and records of the SUBRECIPIENT (the "Account"). SUBRECIPIENT shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. COALITION may withhold payment requests if SUBRECIPIENT fails to comply with the above requirements until such compliance is demonstrated.

#### V. NOTICES

Notices required by this Agreement shall be made in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

COALITION

Roxanne V. Wilson, Executive Officer  
Monterey/San Benito Counties Coalition of Homeless  
Services Providers  
1942 Fremont Blvd., Seaside, CA 93955  
(831) 883-3080  
rwilson@CHSP.org

SUBRECIPIENT

Tracey Belton, Director  
The County of San Benito Health and Human Services  
Agency  
1111 San Felipe Road, Suite 206, Hollister, Ca 95023  
(831) 636-4180  
tbelton@cosb.us

VI. REPORTING AND COMPLIANCE

A. Reporting Requirements

SUBRECIPIENT shall submit Quarterly reports, first quarterly report due September 15, 2022 and quarterly thereafter; and an annual report to COALITION on forms provided by COALITION, by December 20, 2022 and annually thereafter. If the SUBRECIPIENT fails to provide such documentation, COALITION may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The SUBRECIPIENT shall also submit a final report by September 1, 2026.

The Quarterly reports and annual reports shall contain a detailed report containing the following:

1. Amount of award with activity(ies)
2. Contract expenditures
3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served
4. Number of instances of service
5. Increases in capacity for new and existing programs
6. The number of unsheltered homeless persons becoming sheltered
7. The number of homeless persons entering permanent housing

Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U. S. Department of Housing and Urban Development (HUD):

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) may also be included and are required where that information is available.

The SUBRECIPIENT is also asked to comment on the following:

1. Progress made toward local homelessness goals.
2. Major accomplishments and success stories.
3. The alignment between HHAP funding programs and "Housing First" principles adopted by the HCFC.
4. Any other effects from HHAP funding that SUBRECIPIENT would like to share.

B. Retention and Inspection of Records

SUBRECIPIENT agrees that COALITION or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. SUBRECIPIENT agrees to promptly provide COALITION or its designee, with any relevant information requested. SUBRECIPIENT agrees to permit COALITION or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 6 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under AB 101, HHAP program guidance document published on the website, and this Agreement.

SUBRECIPIENT further agrees to retain all records described above for a minimum period of five (5) years after the termination of this Agreement. Notwithstanding the above, if any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. Program Participant Rents

HHAP-funded transitional, permanent supportive and other permanent housing programs are required to have signed occupancy agreements or leases (or subleases) with program participants residing in housing. Transitional, permanent supportive and other permanent housing projects may charge program participants monthly rent pursuant to CFR 578-77. HHAP-funded projects are not required to impose rents on program participants as a condition of residing in the housing. However, if SUBRECIPIENT or its contractor imposes rent, the rent may not exceed the highest of: 30 percent of the household's adjusted monthly income; or, 10 percent of the households total monthly income; or, if a household is receiving payments for welfare assistance from a public agency and a part of the payment is specifically designated by the agency to meet the household's housing cost, the portion of the payment that is designated for housing costs.

D. Audits

COALITION reserves the right to perform or cause to be performed a financial audit. At COALITION request, SUBRECIPIENT shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP administrative funds may be used to fund this expense.

If a financial audit is required by COALITION, the audit shall be performed by an independent certified public accountant. The SUBRECIPIENT shall notify COALITION of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by COALITION to the independent auditor's working papers.

SUBRECIPIENT is responsible for the completion of audits and all costs of preparing audits.

If there are audit findings, the SUBRECIPIENT must submit a detailed response acceptable to COALITION for each audit finding within 90 days from the date of the audit finding.

VII. SPECIAL CONDITIONS

SUBRECIPIENT agrees that all proceeds from any interest-bearing account established by the SUBRECIPIENT for the deposit of HHAP funds, along with any interest-bearing accounts opened by SUBRECIPIENT's contractors for the deposit of HHAP funds, must be used for HHAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes.

Any housing-related activities funded with HHAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must comply with or otherwise align with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

SUBRECIPIENT agrees to participate in the local HMIS program and comply with HMIS related policies and procedures. HMIS is a technology system used to collect client-level data on the provision of housing and services to homeless individuals and families. HHAP-funded projects are responsible for the costs incurred of HMIS participation. HMIS related costs may only be applied to the indirect line item of proposed budgets. COALITION serves as the lead agency for the local HMIS program. SUBRECIPIENT agrees to provide COALITION access to Homeless Management Information System ("HMIS") data collected and entered into the SUBRECIPIENT's HMIS, upon request, and to participate in any statewide initiative as directed by COALITION including but not limited to, a statewide data integration environment.

All HHAP-funded transitional, permanent, permanent-supportive and rapid rehousing projects must only accept homeless participants through the local Coordinated Entry System. SUBRECIPIENT agrees to participate in the Coordinated Assessment and Referral System (CARS) or Coordinated Entry System (CES) to the extent it accepts homeless participants into a HHAP-funded transitional, permanent, permanent-supportive and rapid rehousing project. Coordinated entry processes help communities prioritize assistance based upon vulnerability and severity of service needs to ensure that people who need assistance the most can receive it in a timely manner. HHAP funded projects are responsible for ensuring appropriate staff attend Coordinated Entry System trainings. COALITION serves as the lead agency for the local Coordinated Entry program.

Special Terms and Definitions: All special terms herein shall have the same meaning as the definitions set forth in the STATE HHAP NOFA.

COALITION reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.

VIII. GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with the requirements 24 CFR Part 576.103, 105-106, and 400. SUBRECIPIENT also agrees to comply with the terms of the award under California Regulations, Chapter 6 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under AB 101, and HHAP program guidance document published by STATE.

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

SUBRECIPIENT shall be responsible for observing and complying with the Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR.

Upon request by COALITION, SUBRECIPIENT shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

SUBRECIPIENT shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities.

SUBRECIPIENT shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. SUBRECIPIENT shall provide copies of permits and approvals to COALITION upon request.

SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

**B. Sufficiency of Funds; Termination; Limitation**

Either party may terminate this Agreement at any time for good cause upon the other Party's material breach of this Agreement, provided (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period") for COALITION obligations or for the services component of this agreement (if applicable); (iii) the breaching Party does not cure the breach within ninety (90) days following its receipt of such notice (the "Notice Period") for the capital improvement /construction components of this agreement (if applicable); and (iv) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

Good cause shall consist of: violations of any terms or conditions of this Agreement, violation of any Federal or State Laws or Regulations; or withdrawal of COALITION's expenditure authority.

Upon termination of this Agreement, unless otherwise approved in writing by COALITION, any unexpended funds received by the SUBRECIPIENT shall be returned to COALITION within sixty days of the Notice of Termination.

This Agreement is valid and enforceable only if sufficient funds are made available to COALITION by BCSH and legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the STATE, or of any agency,

department, or any political subdivision of the federal or STATE governments, which may affect the provisions, terms or funding of this Agreement in any manner.

The full scope of COALITION's responsibilities under this Agreement pertain to facilitating SUBRECIPIENT's use of a portion of funds received by the COALITION from the AGENCY through HHAP. No further funding obligation shall arise by SUBRECIPIENT against COALITION. SUBRECIPIENT shall indemnify and defend COALITION from any claim or cause of action that may result in financial obligation or liability that exceeds the portion of funds received by SUBRECIPIENT from the COALITION, or that may arise from conduct of SUBRECIPIENT found to be inconsistent with full compliance of SUBRECIPIENT's responsibility to perform activities under this Agreement.

C. Transfers

SUBRECIPIENT may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of COALITION and a formal amendment to this Agreement to affect such subcontract or novation.

D. Subrecipient's Application for Funds

SUBRECIPIENT has submitted to COALITION an application for HHAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). SUBRECIPIENT and COALITION enter into this Agreement on the basis of, and in substantial reliance upon, SUBRECIPIENT's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by COALITION. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

SUBRECIPIENT warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the SUBRECIPIENT's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COALITION approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COALITION may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

E. Breach and Remedies

The following shall each constitute a breach of this Agreement:

1. SUBRECIPIENT's failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, HHAP funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

In addition to any other remedies that may be available to COALITION in law or equity for breach of this Agreement, COALITION may:

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

4. Require repayment of HHAP funds disbursed and expended under this Agreement for ineligible activities or in breach of this Agreement;
5. Require the immediate return to COALITION of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds;
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements; and
7. Seek such other remedies as may be available under this Agreement or any law.

All remedies available to COALITION are cumulative and not exclusive.

COALITION may give written notice to the SUBRECIPIENT to cure the breach or violation within a period of not less than 30 days.

F. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of COALITION to enforce at any time the provisions of this Agreement, or to require at any time, performance by the SUBRECIPIENT of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of COALITION to enforce these provisions.

G. Nondiscrimination

During the performance of this Agreement, SUBRECIPIENT and its SUBRECIPIENTS shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, and/or military and veteran status. SUBRECIPIENT and its SUBRECIPIENTS shall ensure that the hiring, promotion and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT or its SUBRECIPIENTS shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its SUBRECIPIENTS shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

If an HHAP-funded project is brought to the attention of COALITION for reasons of discrimination, harassment, and/or re-traumatization, COALITION will notify the SUBRECIPIENT of the infraction. If within fifteen (15) days, the issue has not been resolved, COALITION reserves the right to withhold funds from SUBRECIPIENT until the issue has been fully addressed with a resolution. Repeat grievances may also result in COALITION redirecting allocated funds to higher performing projects.

H. Conflict of Interest

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any

subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

Employees of the SUBRECIPIENT shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

I. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, SUBRECIPIENT, and its contractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees and SUBRECIPIENTS that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or SUBRECIPIENTS for violations, as required by Government Code section (8355(a)(1).
2. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or SUBRECIPIENTS about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. SUBRECIPIENT's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation, and employee assistance programs; and
  - d. Penalties that may be imposed upon employees, contractors, and SUBRECIPIENTS for drug abuse violations.
3. Provide, as required by Government Code section 8355(a)(3), that every employee and/or SUBRECIPIENT who works under this Agreement:
  - a. Will receive a copy of SUBRECIPIENT's drug-free policy statement, and
  - b. Will agree to abide by terms of SUBRECIPIENT's condition of employment or subcontract.

J. Child Support Compliance Act

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

SUBRECIPIENT recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

SUBRECIPIENT, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

K. Work Inspections

SUBRECIPIENT shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

COALITION reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

If applicable, SUBRECIPIENT agrees to require that all work completed by their SUBRECIPIENTS that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the SUBRECIPIENT until it is corrected.

L. Litigation

If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of COALITION, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

The SUBRECIPIENT shall notify COALITION immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or COALITION, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of COALITION.

M. Procurement

Unless specified otherwise within this Agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 or 24 CFR 85.36.

Travel: SUBRECIPIENT shall obtain written approval from COALITION for any travel outside the metropolitan area for which HHAP funds are provided under this Agreement. All travel costs reimbursed with HHAP funds shall be at the rates allowed under SUBRECIPIENT's HUD-approved travel rules.

Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 or 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

Subcontracts: SUBRECIPIENT will include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the SUBRECIPIENT is in violation of regulations issued by any federal agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

N. Environmental Requirements

SUBRECIPIENT agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution Control Act and the Flood Disaster Protection Act. SUBRECIPIENT also shall comply with the Historic Preservation

requirements of National Historic Preservation Act of 1966 and HUD Lead-Based Paint Regulation at CFR 570.608 and 24 CFR Part 35, Subpart B.

O. Relocation

SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a HHAP-assisted project. SUBRECIPIENT also agrees to comply with all applicable ordinances, resolutions and policies concerning the displacement of persons from their residences.

P. Hold Harmless

To the extent permitted by law, the SUBRECIPIENT agrees to hold harmless, defend and indemnify COALITION and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

Q. Workers' Compensation

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement and provide evidence thereof to COALITION.

R. Insurance & Bonding

**Insurance:** SUBRECIPIENT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SUBRECIPIENT, his agents, representatives, employees or subcontractors.

**Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if SUBRECIPIENT has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

*Professional Liability (Errors and Omissions):* Insurance appropriate to SUBRECIPIENT's profession, with a limit of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

SUBRECIPIENT's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

SUBRECIPIENT may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, SUBRECIPIENT shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection A.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

IX. MISCELLANEOUS

A. Governing Law

This Agreement shall be governed by the laws of the State of California as to all matters, including but not limited to matters of validity, construction, effect and performance.

B. Forum and Venue

All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Monterey County, California, and the parties agree that venue in such courts is appropriate.

C. Entire Agreement

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

D. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

E. Amendments or Modifications

Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

F. Pronouns

The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

G. Headings

Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

H. Assignment

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the SUBRECIPIENT without the prior express written consent of the COALITION.

**IN WITNESS WHEREOF**, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

**County of San Benito Health and  
Human Services Agency:**

**COALITION OF HOMELESS SERVICES PROVIDERS:**

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

By: Roxanne V. Wilson  
Roxanne V. Wilson (Dec 22, 2021 13:28 PST)

Name: Tracey Belton

Name: Roxanne V. Wilson

Title: Director

Title: Executive Officer

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

Date: Roxanne V. Wilson  
Roxanne V. Wilson (Dec 22, 2021 13:28 PST)

Attachments:

Attachment A: Scope of Services  
Attachment B: Project Budget

Approved as to Legal Form  
San Benito County Counsel



Deputy County Counsel

**Attachment A: Scope of Services**

**[TO BE COMPLETED BY SUBRECIPIENT AND COALITION BASED ON APPLICATION AND ANY BUDGET CHANGES REQUESTED BY LC]**

**1. SUMMARY**

- a. Project Name: HomeBound Transitional Housing Program
- b. Project Area: San Benito County
- c. HHAP Funding Amount Received: \$157,801.85
- d. No of Clients To Be Served: 40-50
- e. Anticipated Start Date: February 1, 2022

**2. PROJECT OVERVIEW AND POPULATION**

The Homeless Housing Assistance Program R2 (HHAP2) will provide case management, supportive services, rental assistance, and referrals targeting homeless individuals.

**3. PROGRAM DESCRIPTION**

San Benito County aims to reduce homelessness by providing the HomeBound Transition Housing Program targeting homeless families participating in the three-month emergency Winter Shelter Program. At the conclusion of the Winter Shelter Program, participating families will transition into the HomeBound Transitional Housing Program for a period of 11-12 months. The overall goal is to have a transitional living experience that motivates and moves Participants into permanent and affordable housing at the conclusion of the program. HomeBound provides outreach, case management, emergency shelter, transitional housing, housing navigation, landlord engagement and supportive services to eligible homeless families. The services being provided allows for upfront engagement/outreach to homeless families in need of services. Staff will assess the client’s needs, work with each family to create a housing plan, identify supportive services, provide case management and others as deemed most appropriate. Supportive services will be provided through in-house programs or referrals to local service providers.

**4. STAFFING STRUCTURE**

The staff will include a Social Worker or Integrated Case Manager (.7 FTE); 10% Supervisor, Clerical Support. In addition, leadership and direction will be provided by the Homeless Manager and Deputy Director.

**5. GOALS & OUTCOMES (Add Rows as Needed)**

No of persons to be served over grant period: 40-50

Goals/Outcomes to be Measured	Numerical Target	Data Collection Method
Provide outreach services to homeless families in need of immediate assistance.	20 families	Contacts Made and recorded
Provide transitional housing to homeless families for a period of 11-12 months	16 families (40-50)	Total families & household members participating

	household members)	
Provide Case Management and supportive services to enrolled families	16	Clients enrolled in the program documented in HMIS; referrals made from Coordinated Entry
Placement in permanent housing	12 families	Placements in housing and documented in HMIS

**Attachment B: Project Budget – Services – Integrated Housing Services**

**[TO BE COMPLETED BY SUBRECIPIENT BASED ON APPLICATION AND ANY BUDGET CHANGES REQUESTED BY LC]**

Project Line Item	Amount by Fund Source			Total Project
	HEAP2 Request	Other	Other	
<b>PERSONNEL SERVICES</b>				
Social Worker/Integrated CM I/II: .6 FTE	\$61,402			\$61,402
Program/Superv. .08 FTE	\$11,358			\$11,358
Office Assistance III- .1 FTE	\$9,489			\$9,489
Total Salaries	\$82,249			\$82,249
Fringe Benefits-SWs @ 15% TEMP; 48% REG; 48% Sup	\$39,480			\$39,480
Total Personnel	\$121,728.56			\$121,729
<b>SUBTOTAL - PERSONNEL SERVICES</b>				
Other Program Costs				
Rental Assistance/Security Deposit				\$0
Client Utility Assistance-Electric, Water, Garbage	19,293.11			\$19,293
Emergency Shelter-Hotel Vouchers				\$0
Client Food				\$0
Client Transportation				\$0
Other Direct Financial Assistance				\$0
Landlord Mitigation Costs				\$0
Move-in Costs				\$0.00
Accounting				\$0
Equipment				\$0
Insurance				\$0
Postage and Mailing				\$0
Printing & Office supplies	500.00			\$500
Telephone and Internet	500.00			\$500
Professional Services				\$0
Federally Approved Indirect % or maximum of 10% Indirect if No Federally Approved Rate is Documented:	15,780.19			\$15,780.19
Other:				\$0
Other:				\$0
<b>SUBTOTAL –OTHER PROGRAM COSTS</b>	<b>36,073.30</b>			<b>\$36,073</b>
<b>TOTAL PROJECT COST</b>	<b>\$157,802</b>			<b>\$157,802</b>






# HHAP R2 SBC Contract\_Updated

Final Audit Report

2021-12-22

Created:	2021-12-22
By:	The Coalition of Homeless Services Providers (info@chsp.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeWKUK9hQegyncIGVoKm1vZXDcErPoXXa

## "HHAP R2 SBC Contract\_Updated" History

-  Document created by The Coalition of Homeless Services Providers (info@chsp.org)  
2021-12-22 - 6:23:41 PM GMT- IP address: 73.90.153.115
-  Document emailed to Roxanne V. Wilson (rwilson@chsp.org) for signature  
2021-12-22 - 6:24:12 PM GMT
-  Email viewed by Roxanne V. Wilson (rwilson@chsp.org)  
2021-12-22 - 9:24:53 PM GMT- IP address: 50.215.0.81
-  Document e-signed by Roxanne V. Wilson (rwilson@chsp.org)  
Signature Date: 2021-12-22 - 9:28:22 PM GMT - Time Source: server- IP address: 50.215.0.81
-  Agreement completed.  
2021-12-22 - 9:28:22 PM GMT