

**HOMELESS EMERGENCY AID PROGRAM GRANT
SUBRECIPIENT AGREEMENT BETWEEN
Monterey/San Benito Counties Coalition of Homeless Services Providers
AND
County of San Benito**

THIS AGREEMENT is made and entered into by and between the Coalition of Homeless Services Providers ("COALITION") and County of San Benito ("SUBRECIPIENT") (collectively "PARTIES") to undertake activities under the Homeless Emergency Aid Program ("HEAP") 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 County and Subrecipient in accomplishing the objectives of State of California's Homeless Emergency Aid Program, hereinafter referred to as HEAP. Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State has established HEAP. The program is administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency. The general purpose of HEAP is to provide one-time flexible block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of each Subrecipient. In accordance with the authority cited below, HEAP funds are to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities;

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

WHEREAS, the COALITION wishes to engage the SUBRECIPIENT to assist the COALITION in utilizing such HEAP 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 HEAP, 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 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses. All HEAP-funded activities shall operate in a manner consistent with the requirements of CCR Section 8409(b), referred to as "Core Practices" and Welfare and Institutions Code Division 8 Chapter 6.5 8355 (b), referred to as "Core Components of Housing First," including but not limited to use of a Coordinated Entry System (CES), Housing First practices, and progressive engagement practices.

B. Services to be Provided

SUBRECIPIENT shall responsible for providing Homeless Services; Rental Assistance Services; Youth Services in accordance with the Scope of Services set forth in Attachment A to this Agreement, and in accordance

with the State Regulation Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018).

A. Staffing

Only the salary and benefits for the positions listed in the budget in Attachment B to this Agreement as funded by HEAP 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 HEAP 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 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018) and in the HEAP Notice of Funding Available (NOFA) dated September 5, 2018.

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 September 1, 2019 and end on October 31, 2021 ("Project Period"). All work to be performed as set forth in Attachment A shall be completed by June 30, 2021. Any funds not expended by June 30, 2021 will no longer be available to the project and will be returned to the COALITION subject to reversion to the STATE.

III. BUDGET

Project costs shall be paid in accordance with the budget specifying HEAP-funded line items shall be 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 HEAP funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the HEAP 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 HEAP 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 **\$771,098.00**. Drawdowns for the payment of eligible expenses shall be made against the line items specified in Attachment B and in accordance with performance.

SUBRECIPIENT MAY provide billing invoices with associated documentation to COALITION by the 10th day of the month for expenses incurred for the previous month. If billing information is complete and received in a timely manner, the HEAP 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 contract execution are not eligible for payment through HEAP 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 shall pay SUBRECIPIENT starting costs of **\$77,109.80** paid on or after September 1, 2019. SUBRECIPIENT shall invoice COALITION monthly with expenses. Of those invoiced expenses, one-eleventh shall be subtracted from payment owed on each monthly invoice throughout the term of the Agreement or until the starting costs of \$77,109.80 are paid back to COALITION. Once the starting costs have been paid back to COALITION, SUBRECIPIENT will receive payments as invoiced monthly.

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.

HEAP 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

Elliott C. Robinson, Interim Executive Officer
Monterey/San Benito Counties Coalition of Homeless
Services Providers
1942 Fremont Blvd., Seaside, CA 93955
(831) 578-4198
executive@CHSPMontereyCounty.org

SUBRECIPIENT

Tracey Belton, Interim Director
County of San Benito – Health & Human Services
Agency
1111 San Felipe Rd Suite #206
Hollister, Ca. 95023
(831) 630-5146
tbelton@cosb.us

VI. REPORTING AND COMPLIANCE

A. Reporting Requirements

SUBRECIPIENT shall submit Quarterly reports, first quarterly report due September 15, 2019 and quarterly thereafter; and an annual report to COALITION on forms provided by COALITION, by December 15, 2019 and December 15, 2020. 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 15, 2021.

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 (defined in September 5, 2018 HEAP NOFA)
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.) are optional, if the SUBRECIPIENT chooses to include them.

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 HEAP funding programs and "Housing First" principles adopted by the HCFC.
4. Any other effects from HEAP 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 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP 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

HEAP-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. HEAP-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. HEAP 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 SUBRECIPIENT 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 HEAP funds, along with any interest-bearing accounts opened by SUBRECIPIENT's contractors for the deposit of HEAP funds, must be used for HEAP-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 HEAP 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 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. HEAP-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 HEAP-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 HEAP-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. HEAP 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 HEAP 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 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, and HEAP 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 HEAP 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; and (iii) and 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 of the shelter component of this agreement; 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 HEAP. 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 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 HEAP 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, HEAP 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 HEAP funds;
2. Revoke any other existing HEAP award(s) to the SUBRECIPIENT;
3. Require the return of any unexpected HEAP funds disbursed under this Agreement;

4. Require repayment of HEAP funds disbursed and expended under this Agreement;
5. Require the immediate return to COALITION of all funds derived from the use of HEAP funds including, but not limited to, recapture 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 HEAP 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 15 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, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENTS and its SUBRECIPIENTS shall ensure that the elevation 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.

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.

Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition

of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left the State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to this or her leaving State service.

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 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.

SUBRECIPIENT agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the SUBRECIPIENT or 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

SUBRECIPIENT shall comply with current COALITION policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the COALITION upon termination of this Agreement.

OMB Standards: 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 HEAP funds are provided under this Agreement. All travel costs reimbursed with HEAP 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 HEAP-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 \$2,000,000 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 \$1,000,000 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.

COMMUNITY HUMAN SERVICES:

By: _____

Name: Mark Medina

Title: County of San Benito
Chair, Board of Supervisors

Date: _____

Attachments:

Attachment A: Scope of Services
Attachment B: Project Budget

COALITION OF HOMELESS SERVICES PROVIDERS:

By: Jill Allen

Name: Jill Allen

Title: President, Board of Directors

Date: 8/20/19

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

LD 8-20-19
DEPUTY COUNTY COUNSEL DATE

Attachment A: Scope of Services

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

1. SUMMARY

- a. Project Name: San Benito County Homeless Services; Rental Assistance Services; Youth Services
- b. Project Area: Services/Rental Assistance/Youth Services, including Category 3 Homeless Youth
- c. HEAP Funding Amount Requested: \$771,098.00
- d. No of Clients To Be Served: 350
- e. Anticipated Start Date: September 2019

2. PROJECT OVERVIEW AND POPULATION

To strengthen, empower and provide supportive services, outreach services and case management services to our homeless community members.

3. PROGRAM DESCRIPTION

- a. Provide short-term rental assistance to chronic homeless individuals.
- b. Provide outreach, supportive services and linkages services to chronic homeless individuals through an outreach team consisting of 1-2 social workers and one Deputy Sheriff.
- c. Provide case management services, counseling services, supportive services and rental assistance to homeless youth.

4. STAFFING STRUCTURE

- a. For rental assistance, will leverage an existing eligibility worker.
- b. For outreach services, staffing includes 1-2 Social Workers and 1 Deputy Sheriff.
- c. For Youth Services, staffing includes 1 Director (.5 FTE), 2 Case Managers , and 1 Therapist (.2 FTE).

5. GOALS & OUTCOMES (Add Rows as Needed)

No of persons to be served over grant period: 350

No of persons to be served over grant period: 350

Goals/Outcomes to be Measured	Numerical Target	Sources of Data and Description of Process for Measuring Goals/Outcomes
1. Provide Outreach services to chronic homeless individuals	250	Staff will log all outreach activities and all services provided including sign-in sheets.
2. Provide short term rental assistance	10	By the end of the program, approximately 10 homeless individuals will receive short term rental assistance ranging from 3-6 months.

3. Provide case management, life skills, supportive services and counseling services to homeless youth	90	By the end of the year, approximately 90 homeless youth will receive case management, life skills, supportive services and counseling services
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6. DATA COLLECTION/METHODS FOR MEASURING GOALS & OUTCOMES

Goals/Outcomes to be Measured	Numerical Target	Data Collection Method
4. Provide Outreach services to chronic homeless individuals	250	-Staff will log all outreach activities and all services provided including sign-in sheets. -Clients that receive outreach services and enroll in a program will be entered in HMIS as the data collection tool.
5. Provide short term rental assistance	10	-Applications submitted and the number of rental checks processed. -Clients that receive services will be entered in HMIS as the data collection tool.
6. Provide case management, life skills, supportive services and counseling services to homeless youth	90	-Total applications submitted, sign-in sheets - Clients that receive services will be entered in HMIS as the data collection tool.

Attachment B: Project Budget – Services – County Outreach

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

Project Line Item	Amount by Fund Source			Total Project
	Requested HEAP Funding	Other	Other	
PERSONNEL SERVICES Specify Position, Salary, and FTE below. Add rows as needed:				
Social Worker I/\$46,121/1.7FTE:	\$ 80,021	\$	\$	\$ 80,021
Deputy Sheriff/\$73,618/1.7 FTE:	\$ 127,687	\$	\$	\$ 127,687
Program Manager/\$80,085/ .15 FTE	\$24,026			\$24,026
Fringe Benefits	\$ 112,933	\$	\$	\$112,933
Other Employee Benefits	\$	\$	\$	\$
SUBTOTAL - PERSONNEL SERVICES	\$ 344,667	\$	\$	\$ 344,667
Other Program Costs				
Rental Assistance				
Utility Assistance				
Move In Costs	\$6,070			\$6,070
Client Food				
Client Transportation	\$3,000			\$3,000
Other Direct Financial Assistance				
Client Supplies: Hygiene kits, blankets etc	\$3,674			\$3,674
Landlord Mitigation Costs				
Office Rent	\$5,000			\$5,000
Equipment	\$5,000			\$5,000
Insurance				
Postage and Mailing	\$ 300			\$ 300
Printing and office supplies	\$2,000			\$2,000
Telephone and Internet	\$1,500			\$1,500
Professional Services				
Federally Approved Indirect % or maximum of 10% Indirect if No Federally Approved Rate is Documented:	\$41,544			\$41,544
Other: Fees for required classes such as DV, Substance Abuse, Anger Mngt	\$2,680			\$2,680
SUBTOTAL –OTHER PROGRAM COSTS	\$ 70,768	\$	\$	\$ 70,768
TOTAL PROJECT COST	\$415,435			\$415,435

Attachment B: Project Budget – Services – County Rental Assistance

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

Project Line Item	Amount by Fund Source			Total Project
	Requested HEAP Funding	Other	Other	
PERSONNEL SERVICES				
Salaries (Full- & Part-Time)	\$ 0	\$	\$	\$
Fringe Benefits	\$ 0	\$	\$	\$
Other Employee Benefits	\$ 0	\$	\$	\$
SUBTOTAL - PERSONNEL SERVICES	0	\$	\$	\$
Other Program Costs				
Rental Assistance	50,000			50,000
Utility Assistance	4,000			4,000
Move In Costs	2,500			2,500
Client Food	1,000			1,000
Client Transportation	1,000			1,000
Other Direct Financial Assistance				
Client Transportation	-			-
Landlord Mitigation Costs	5,000			5,000
Office Rent	0			0
Accounting	750			750
Equipment	0			0
Insurance	1,000			1,000
Postage and Mailing	250			250
Printing	250			250
Telephone and Internet	1,250			1,250
Professional Services	500			500
Federally Approved Indirect % or maximum of 10% Indirect if No Federally Approved Rate is Documented:	7,500			7,500
Other:				50,000
Other:				4,000
Other:				2,500
Other:				1,000
SUBTOTAL –OTHER PROGRAM COSTS	\$ 75,000	\$	\$	\$75,000
TOTAL PROJECT COST	\$75,000			\$75,000

Attachment B: Project Budget – Services – Youth Alliance Avenida, Unaccompanied Youth
[TO BE COMPLETED BY SUBRECIPIENT BASED ON APPLICATION AND ANY BUDGET CHANGES REQUESTED BY LC]

Project Line Item	Amount by Fund Source Unaccompanied Youth - \$187,109			Total Project
	Requested HEAP Funding	Other	Other	
PERSONNEL SERVICES				
Salaries (Full- & Part-Time)	\$	\$	\$	\$
Program Director @0.025 FTE	\$ 4,250	\$	\$	\$ 4,250
Case manager/ Navigator @ 0.30 FTE	\$ 78,400	\$	\$	\$ 78,400
Therapist (for individual or group counseling support for clients@ 0.10 FTE)	\$ 21,400	\$	\$	\$ 21,400
Benefits @ 28%	\$ 29,134	\$	\$	\$ 29,134
Fringe Benefits	\$	\$	\$	\$
Other Employee Benefits	\$	\$	\$	\$
SUBTOTAL - PERSONNEL SERVICES	\$ 133,184	\$	\$	\$ 133,184
Other Program Costs				
Client Food/Curriculum	\$6,500			\$6,500
Client Transportation	\$3,600			\$3,600
Other Direct Financial Assistance	\$16,074			\$16,074
Office Rent	\$3,500			\$3,500
Accounting				
Equipment				
Insurance				
Postage and Mailing				
Printing				
Telephone and Internet	\$900			\$900
Professional Services/Training	\$1,000			\$1,000
Federally Approved Indirect % or maximum of 10% Indirect if No Federally Approved Rate is Documented: 10%	\$16,851			\$16,851
Other: One time cost laptop, software, Etc.	\$1,750			\$1,750
Other: Program Evaluation and Data Tracking Support	\$3,750			\$3,750
SUBTOTAL –OTHER PROGRAM COSTS	\$ 53,925	\$	\$	\$ 53,925
TOTAL PROJECT COST	\$187,109			\$187,109

Attachment B: Project Budget – Services – Youth Alliance Avenida, Category 3 Homeless Youth
[TO BE COMPLETED BY SUBRECIPIENT BASED ON APPLICATION AND ANY BUDGET CHANGES REQUESTED BY LC]

Project Line Item	Amount by Fund Source: Category 3 Homeless Youth- \$93,554			Total Project
	Requested HEAP Funding	Other	Other	
PERSONNEL SERVICES				
Salaries (Full- & Part-Time)	\$	\$	\$	\$
Program Director @0.025 FTE	\$ 4,250	\$	\$	\$ 4,250
Case manager/ Navigator @ 0.30 FTE	\$ 34,200	\$	\$	\$ 34,200
Therapist (for individual or group counseling support for clients@ 0.10 FTE)	\$ 14,000	\$	\$	\$ 14,000
Benefits @ 28%	\$ 14,686	\$	\$	\$ 14,686
Fringe Benefits	\$	\$	\$	\$
SUBTOTAL - PERSONNEL SERVICES	\$ 67,136	\$	\$	\$ 67,136
Other Program Costs				
Rental Assistance				
Utility Assistance				
Move In Costs				
Client Food/Curriculum	\$4,013			\$4,013
Client Transportation	\$1,000			\$1,000
Other Direct Financial Assistance	\$8,000			\$8,000
Client Transportation				
Landlord Mitigation Costs				
Office Rent	\$2,000			\$2,000
Accounting				
Equipment				
Postage and Mailing				
Printing				
Telephone and Internet	\$900			\$900
Professional Services/Training	\$1,000			\$1,000
Federally Approved Indirect % or maximum of 10% Indirect if No Federally Approved Rate is Documented: 10%	\$8,505			\$8,505
Other: Program Evaluation and Data Support	\$1,000			\$1,000
SUBTOTAL –OTHER PROGRAM COSTS	\$ 26,418	\$	\$	\$ 26,418
TOTAL PROJECT COST	\$93,554			\$93,554