

**Regional Task Force on the Homeless
San Diego City and County CoC - 601**

**SUBCONTRACTOR AGREEMENT
Homeless Housing Assistance & Prevention (HHAP)**

This Agreement is entered into between the Regional Task Force on the Homeless (RTFH), and the (subcontractor) **City of Chula Vista**

The term of this agreement is: **June 1, 2021 to June 30, 2022**

The maximum amount of this Grant Agreement is: **\$179,000**

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made as part of the Agreement:

- Exhibit A: Authority, Purpose and Scope of Work
- Exhibit B: Budget Detail and Payment Provisions
- Exhibit C: Terms and Conditions
- Exhibit D: Special Terms and Conditions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF CHULA VISTA

By (Authorized Signature)

Date Signed

Maria V. Kachadoorian, City Manager
Printed Name and Title of Person Signing

276 Fourth Ave Chula Vista, Ca 91910
Address

REGIONAL TASK FORCE ON THE HOMELESS

By (Authorized Signature)

Date Signed

Tamera Kohler, Chief Executive Officer
Printed Name and Title of Person Signing

4699 Murphy Canyon Road, San Diego, CA 92123
Address

SUBCONTRACTOR AGREEMENT

EXHIBIT A

Authority, Purpose and Scope of Work,
Homeless Housing Assistance & Prevention (HHAP)

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019.)

The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+) and counties as defined in the December 6, 2019 HHAP Notice of Funding Availability ("NOFA") to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by RTFH and Subrecipient under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Subrecipient agrees to comply with the terms and conditions of the Agreement, the Letter of Intent under which the Subrecipient applied, the representations contained in the Subrecipients Letter of Intent, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing in accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP funds to be allocated for eligible uses as stated in Health and Safety Code section 50219, subdivision (c)(1)-(8).

3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HHAP NOFA, which is fully integrated and shall be interpreted to be fully set forth herein as part of this Agreement.

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EXHIBIT A**

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50219, subdivision (c)(1) -(8), and any other applicable laws. Eligible uses include the following:

- A. Rental assistance and rapid rehousing.
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Incentives to landlords, including, but not limited to, security deposits and holding fees.
- D. Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing.
- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing.
- H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a continuum of care.
 - ii. Shelter vacancy rate in the summer and winter months.
 - iii. Percentage of exits from emergency shelters to permanent housing solutions.
 - iv. A plan to connect residents to permanent housing.

5. Contract Coordinators

RTFHs Contract Coordinator for this Agreement is the RTFH Grants & Contracts Manager or designee. Unless otherwise instructed, any notice, report or other communication requiring the Grantee's signature for this Agreement shall be mailed or emailed to **Heidi Kone, Grants and Contracts Manager** at the following address:

Regional Task Force on the Homeless
4699 Murphy Canyon Road
San Diego, CA 95642
heidi.kone@rtfhdsd.org

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The Subrecipients Contract Coordinator (“Authorized Representative”) for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail or emailed to the Subcontractor’s Contract Coordinator at the following address:

Subcontractor’s Authorized Representative Name and Title:	Angelica Davis, St Management Analyst
Address:	City of Chula Vista, Neighborhood Services 276 Fourth Ave Chula Vista, Ca 91910
Phone:	619-691-5036
Email:	adavis@chulavista.gov

6. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective **June 1, 2021**, upon approval by both the RTFH and the Subrecipient as listed on page one, lower left section, the Subrecipient Agreement, and signed by all parties.
- B. One hundred percent of the program funds must be fully expended by **June 30, 2022**. Any funds not expended by that date shall be returned to the RTFH.

7. Special Conditions

In the event that the State of California changes the terms and conditions of the HHAP program, the Subcontractor agrees to comply with any such applicable changed terms and conditions.

[Detailed Scope of Work is on the following page(s)]

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Detailed Scope of Work

The majority of funds will be allocated to Personnel expenses (salary plus benefit costs) for the Alpha Project to fund four positions: Three Mobile Case Managers/Housing Navigators and one Supervisor. Fringe benefits are included for each staff member. The City of Chula Vista leveraged these funds with \$300,000 of non-HEAP funds to cover additional staff time from the Housing Division and the Chula Vista Police Department HOT team members. In the same matter, National City also funded two National City Police Department Hot team members.

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Outcome Table *(Choose which applies to your project and use the corresponding row)*

HHAP Program Area	Unduplicated # of homeless persons assisted	Unduplicated # of at risk of homelessness persons assisted	# of unsheltered homeless persons being sheltered	# of homeless persons entering permanent housing
Street Outreach	222	16	18	10
Safe Parking	0	0	0	0
SOAR	0	0	0	0
Diversion	15	0	15	3

**SUBCONTRACTOR AGREEMENT
EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

Itemized Budget Details

Project Revenue	HHAP Lead Agency (Chula Vista)	HHAP Agency Two (National City)	Total of all Agencies
RTFH HHAP	\$179,000		\$179,000
Total Project Revenue	\$179,000		\$179,000
Project Expenses	HHAP Lead Agency	Sub: Alpha Project	Total of all Agencies
Personnel		\$128,250	\$128,250
Fringe Benefits		\$50,750	\$50,750
Total Project Expenses		\$179,000	\$179,000
Administration 7%			
Total		\$179,000	\$179,000

** Note – Flex funds, rental assistance and relocation costs should not be included in total project expense when calculating 7% Administration Cost. Only the Lead Agency (Subrecipient), if approved, can add the 7% Administration Cost to their total project expense.*

Budget Expense Narrative

The program grant funds will be used exclusively to cover personnel and fringe benefits to cover the staff costs associated with the program activities.

Personnel \$128,250

The majority of funds will be allocated to personnel expenses (salary plus benefit costs) for the Alpha Project to fund four positions: Three Mobile Case Managers/Housing Navigators and one Supervisor. Fringe benefits are included for each staff member. Personnel expenses will cover four Alpha Project positions: Three Mobile Case Managers/Housing Navigators and one Supervisor totaling \$128,250. Broken down as follows:

Position	Expense
Supervisor	\$35,643
Housing/Case Manager	\$92,607 (3 @ \$30,869)
Total	\$128,250

Fringe \$50,750

Fringe benefits total \$50,750. Broken down as follows:

Position	Expense
Supervisor	\$14,246
Housing Case Manager	\$36,504 (3@\$12,168)
Total	\$50,750

Budget Detail & Changes

The Subrecipient agrees that HHAP funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Subrecipient shall **expend HHAP funds on eligible activities as detailed in the Letter of Intent** submitted by the Subrecipient. Any decrease or increase to the total expenditures for any eligible use category **must be approved by RTFH through a budget modification request** before the Subrecipient may expend HHAP funds according to an alternative budget. The RTFH Grant & Contracts Manager will respond to a Subrecipient with approval or denial of request. Failure to obtain written approval from the Grant & Contracts Manager or his/her designee as required by this section may be considered a breach of this Agreement.

1. General Conditions Prior to Disbursement

All Subcontractor's must submit the following forms prior to HHAP funds being released:

- A. Request for Reimbursement (RFR) through ZoomGrants;
- B. One original copy of the signed Subcontractor Agreement
- C. Any other documents, certifications, or evidence requested by the RTFH as part of the HHAP application.
- D. Monthly Programmatic Report

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3. Disbursement of Funds

HHAP funds will be disbursed to the Subrecipient upon receipt, review and approval of the completed Request for Reimbursement (RFR) in ZoomGrants. **RFRS are due monthly** (15) days after the last day of the month. The following schedule applies:

Period of Time	Due to RTFH no later then
June 1 - June 30	7/15/2021
July 1 - July 31	8/15/2021
Aug 1 - Aug 31	9/15/2021
Sept 1 – Sept 30	10/15/21
Oct 1 – Oct 31	11/15/21
Nov 1 – Nov 30	12/15/21
Dec 1 – Dec 31	01/15/22
Jan 1 – Jan 31	02/15/22
Feb 1 – Feb 28	03/15/22
Mar 1 – Mar 31	04/15/22
April 1 – April 30	05/15/22
May 1 – May 31	06/15/22
June 1- June 30	07/15/22

4. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218, 50219, and 50220 mandate the following:

- A. Up to 5 percent of the HHAP allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
 - (1) Strategic homelessness plan, as defined in section 578.7(c) of Title 24 of the Code of Federal Regulations; *and for*
 - (2) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.
- B. No more than 7 percent of the HHAP allocation may be used for administrative costs incurred by the Subrecipient.
- C. At least 8 percent of the HHAP allocation shall be used to establish or expand services for homeless youth populations.

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D. Subrecipients shall expend **no less than 50 percent of HHAP funds by January 1, 2022. If less than 50 percent is expended:**

- (1) On or before January 1, 2022, the Subrecipient submits an alternative disbursement plan to RTFH that includes an explanation for the delay and a plan to fully expend these funds by June 30, 2022.
- (2) RTFH approves the alternative disbursement plan. If the funds identified in the approved alternative disbursement plan are not fully expended by June 30, 2022, the funds shall be returned to RTFH.

5. Reimbursement of Funds

The HHAP funds will be reimbursed to the Subrecipient upon receipt, review, and approval of monthly completed Programmatic Reports and RFRs by the RTFH. The RFR must include the required documentation of activities and expenses of funds for expenditure under each eligible use in the approved budget. HHAP funds will be reimbursed Monthly.

6. Ineligible Costs

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections 50218 and 50219. RTFH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Subrecipient or its funded subcontractors use HHAP funds to pay for ineligible activities, the Subrecipient shall be required to reimburse these funds to RTFH.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Subrecipient. RTFH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP fund expenditures. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

7. Administrative Costs

The Subcontractor must comply with Health and Safety Code Section 50219, subdivision (e), which limits administrative costs related to the executive of eligible activities to **no more than seven percent of HHAP funds**. For purposes of this Program, “administrative costs” does not include staff costs directly related to carrying out the eligible activities described in the budget and scope of work.

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TERMS AND CONDITIONS**

1. Termination and Sufficiency of Funds

A. Termination of Agreement

RTFH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Subrecipient. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; Or withdrawal of Subrecipient's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by RTFH, any unexpended funds received by the Subrecipient shall be returned to RTFH within 30 days of Agency's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to RTFH by 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 of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. 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 RTFH and a formal amendment to this Agreement to affect such subcontract or novation

2. Subrecipient's Application for Funds

Subrecipient has submitted to RTFH an LOI for HHAP funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. RTFH is entering into this Agreement on the basis of, and in substantial reliance upon, Subrecipient facts, information, assertions and representations contained in that application, and in any subsequent modifications or additions thereto approved by Agency. 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 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 RTFH's approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then

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RTFH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting/Audits

A. Monthly Programmatic Reports

The Subcontractor shall submit monthly programmatic reports in ZoomGrants due on or before the 15th of the following month:

Period of Time	Due to RTFH no later then
June 1 - June 30	7/15/2021
July 1 - July 31	8/15/2021
Aug 1 - Aug 31	9/15/2021
Sept 1 – Sept 30	10/15/21
Oct 1 – Oct 31	11/15/21
Nov 1 – Nov 30	12/15/21
Dec 1 – Dec 31	01/15/22
Jan 1 – Jan 31	02/15/22
Feb 1 – Feb 28	03/15/22
Mar 1 – Mar 31	04/15/22
April 1 – April 30	05/15/22
May 1 – May 31	06/15/22
June 1- June 31	07/15/22

The monthly programmatic reports shall contain a detailed report containing the following:

1. Unduplicated number of homeless persons assisted;
2. Unduplicated number of at risk of homeless persons assisted;
3. Unduplicated number of unsheltered homeless persons sheltered; and,
4. Unduplicated number of persons entering permanent housing.

B. Supplemental Reporting Requirements

Reporting shall also contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Agency:

1. An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.

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2. The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.
3. The types of housing assistance provided, broken out by the number of Individuals.
4. Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

C. Auditing

Agency reserves the right to perform or cause to be performed a financial audit. At RTFH's request, the 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.

5. Inspection and Retention of Records

A. Record Inspection

The Subrecipient agrees that RTFH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Subrecipient agrees to provide RTFH, or its designee, with any Homeless Housing, Assistance and Prevention Program relevant information requested. The Subrecipient agrees to give RTFH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP program guidance document published on the Agency (BCHS) website, and this Agreement

B. Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement. 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.

6. Breach and Remedies

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

1. Subrecipient's failure to comply with the terms or conditions of this Agreement.

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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.

B. Remedies for Breach of Agreement

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

1. Bar the 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;
5. Require the immediate return to RTFH of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds; and
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.
7. All remedies available to RTFH are cumulative and not exclusive.
8. RTFH may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 15 days.

7. 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 RTFH 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 RTFH to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, RTFH 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. Subrecipient and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its subcontractors shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated

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thereunder (Cal. Code Regs., tit 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Subrecipients and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Subrecipients are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body

with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

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. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. 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 Grantee with any State agency to provide goods or services.

B. 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 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 his or her leaving State service.

C. Employees of the Subrecipient: 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 Political Reform Act of 1974 (Gov. Code, §81000 et seq.).

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D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subrecipient hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. 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, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1. The dangers of drug abuse in the workplace;
2. Subrecipient's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance program; and
4. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1. Will receive a copy of Subrecipient's drug free policy statement, and
2. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

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

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

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B. The Grantee, 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.

12. Special Conditions - Subrecipient/Subcontractor

The Subrecipient agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of RTFH prior to disbursement of funds. The Subrecipient shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP funds. Failure to comply with these conditions may result in termination of this Agreement

A. The Agreement between the Subrecipient and any Subcontractor shall require the Subrecipient and its Subcontractors, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing the Work or any part of it.
4. Agree to include all the terms of this Agreement in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Subrecipient agrees to comply with all 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 subcontractors, and all eligible activities.

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 Agency upon request.

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14. Inspections

A. Grantee 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.

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

C. Grantee 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 until it is corrected.

15. Litigation

A. 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 Agency, 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.

B. The Grantee shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, 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 Agency

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SPECIAL TERMS AND CONDITIONS**

1. 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 subrecipients to the Grantee for the deposit of HHAP funds, must be used for HHAP-eligible activities.
2. 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 be in-compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).
3. Subrecipient agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded projects, services, and clients served. Subrecipient will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).
4. Subrecipient agrees to participate in the statewide data system or warehouse created by RTFH to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing RTFH to access Subrecipient's HMIS data for that purpose.
5. If Subrecipient is a continuum of care or is a jurisdiction that accepted redirected funding from a continuum of care, it shall review and execute a data use agreement no later than July 31, 2020, in order to ensure compliance with Health and Safety Code section 50219, subdivision (a)(7) and (10). Subrecipient's failure to timely execute a data use agreement will constitute a breach of this Agreement. In this event, BCSH, in its sole and absolute discretion, may exercise any and all remedies permitted by this Agreement or by applicable law.