



LASSEN COUNTY

Health and Social Services Department

G5

- ☒ **HSS Administration**
- ☐ **Public Guardian**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8128
- ☐ **Grant and Loans Division**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8309
- ☐ **Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251-8108/8112
- Chestnut Annex**
1400-A & B Chestnut Street
Susanville, CA 96130
(530) 251-8112
- ☐ **Patients' Rights Advocate**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8322
- ☐ **Public Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- ☐ **Environmental Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- ☐ **Community Social Services**
336 Alexander Avenue
Susanville, CA 96130
- LassenWORKS
Business & Career Network**
PO Box 1359
1616 Chestnut Street
Susanville, CA 96130
(530) 251-8152
- Child & Family Services**
1600 Chestnut Street
Susanville, CA 96130
(530) 251-8277
- Adult Services**
PO Box 429
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8158
- ☐ **HSS Fiscal**
PO Box 1180
Susanville, CA 96130
(530) 251-2614

Date: January 28, 2020

To: David Teeter, Chairman
Lassen County Board of Supervisors

From: Barbara Longo, Director
Health and Social Services

Subject: Sub Recipient Agreement between Shasta County through its Community Action Agency and Lassen County through its Health and Social Services Agency for funding related to the California Emergency Solutions and Housing Program for Fiscal Year 2019 -2024.

Background:

The California Emergency Solutions and Housing (CESH) Program provides funds for a variety of activities to assist persons experiencing or at risk of homelessness as authorized by SB 850 (Chapter 48, Statutes of 2018). The California Department of Housing and Community Development (HCD) administers the CESH Program with funding received from the Building Homes and Jobs Act Trust Fund (SB 2, Chapter 364, Statutes of 2017).

On August 15, 2018, Shasta County Community Action Agency released the California Emergency Solutions and Housing Program (CESH) Notice of Funding Availability to which Lassen County Health and Social Services (HSS) responded with an application. HSS was awarded CESH grant funding for \$ 57,000 to be used for system support, rental assistance and housing relocation & stabilization services.

Fiscal Impact:

There is no impact to County General Funds. This is a Revenue Agreement.

Action Requested:

1) Approve the Agreement; and 2) Authorize the County Administrative Officer to execute the Agreement.

CESH SUBRECIPIENT AGREEMENT
Between
SHASTA COUNTY THROUGH ITS COMMUNITY ACTION AGENCY
and
LASSEN COUNTY THROUGH ITS HEALTH AND SOCIAL SERVICES

This Subrecipient Agreement is entered into between the County of Shasta, through its Housing and Community Action Agency, a political subdivision of the State of California ("SCCAA") and the subrecipient named below.

The term of this Agreement is: August 8, 2019 through August 8, 2024.

The maximum amount of this Agreement is: \$ 57,000

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

Exhibit A:	Authority, Purpose, and Scope of Work	4 pages
Exhibit B:	Budget Detail and Payment Provisions	3 pages
Exhibit C:	Terms and Conditions	7 pages
Exhibit D:	Special Terms and Conditions (CESH)	1 page
Exhibit E:	Special Terms and Conditions (SCCAA)	7 pages
Exhibit F:	Subrecipient's Request for Funds	1 page

TOTAL NUMBER OF PAGES ATTACHED: **23 pages**

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

SUBRECIPIENT COUNTY OF LASSEN, HEALTH AND SOCIAL SERVICES	
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Subrecipient's Name:

COUNTY OF LASSEN, HEALTH AND SOCIAL SERVICES

By (Authorized Signature)

Date Signed

Richard Egan, County Administrative Officer

Printed Name and Title of Person Signing

336 Alexander Avenue, Susanville, CA 96130

Address

SHASTA COUNTY COMMUNITY ACTION AGENCY

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

1450 Court Street Suite 308B, Redding, CA 96001

Address

SUBRECIPIENT AGREEMENT**EXHIBIT A****Authority, Purpose, and Scope of Work**
California Emergency Solutions and Housing (CESH)**1. Authority**

Pursuant to Part 2 of Division 31 Chapter 2.8 of the Health and Safety Code (commencing with Section 50490) enacted in 2018, as amended and in effect from time to time (the "CESH Statutes"), the State has established the California Emergency Solutions and Housing Program (the "Program"). This Standard Agreement along with all its exhibits (the "Agreement") is entered under the authority of, and in furtherance of the purpose of, the Program. Pursuant to Health and Safety Code, Section 50490.1(b), the California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued that certain Notice of Funding Availability, dated August 15, 2018, as amended from time to time (the "NOFA") to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, an application was made to the State (the "Application") for assistance from the Program for the purpose of funding eligible activities relating to homelessness within a specified Continuum of Care ("CoC") service area, as defined in Health and Safety Code Section 50490. By entering into this Agreement and thereby accepting the award of the CESH grant funds (the "Grant"), the Subrecipient agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50490.

4. Scope of Work

The scope of work ("Work") for this Agreement shall consist of one or more of the following eligible uses:

- A. Rental assistance, housing relocation, and stabilization services to ensure housing affordability to individuals experiencing homelessness or who are at risk of homelessness.

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT A**

- B. Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, project-based rent, or operating reserves.
- C. Operating support for emergency housing interventions, including, but not limited to, the following:
 - 1) Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.
 - 2) Street outreach services to connect unsheltered homeless individuals and families to temporary or permanent housing.
 - 3) Shelter diversion, including, but not limited to, homelessness prevention activities such as those described in 24 Code of Federal Regulations (“CFR”) 576.103, and other necessary service integration activities such as those described in 24 CFR 576.105, to connect individuals and families to alternate housing arrangements, services, and financial assistance.
- D. Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (“CES”) data, and Homeless Management Information System (“HMIS”) reporting, and homelessness planning activities.
- E. Subrecipient may contract with a subcontractor if the Subrecipient determines that the subcontractor is qualified to carry out the eligible activities with the allocated funds. Subcontractors shall include a unit of local government, a private non-profit, or a for-profit organization.

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT A**

5. SCCAA's Contract Coordinator

The SCCAA's Contract Coordinator for this Agreement is the SCCAA Director ("Director") or designee. Unless otherwise instructed, any notice, report or other communication requiring Subrecipient signature for this Agreement shall be mailed by first class mail to the SCCAA Director at the following address:

Shasta County Housing and Community Action Agency Programs Director
1450 Court Street, Suite 108
Redding, CA 96001
lburch@co.shasta.ca.us

6. Subrecipient's Contract Coordinator

The Subrecipient's 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 to the Subrecipient's Contract Coordinator at the following address:

Subrecipient's Authorized Representative Name:	Barbara Longo Executive Director, Health and Human Services
Address:	1445 Bunyan Road Susanville, CA 96130
Phone:	530-251-2683
Email:	blongo@co.lassen.ca.us

7. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon signature and approval by both SCCAA and Subrecipient as listed on this Subrecipient Agreement's cover page.
- B. Grant expenses must be incurred from the Effective Date of this Agreement until the date which is 90 calendar days prior to the Expiration Date (such date is known as the "Expenditure Deadline").
- C. Any expenses incurred prior to the Effective Date or after the Expenditure Deadline will not be eligible for payment from any Grant funds. Any Grant funds which have not been expended by the Expenditure Deadline shall be disencumbered and revert to the Department.

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT A**

8. Special Conditions

Subrecipient acknowledges and understands that pursuant to Agreement Number 18-CESH-12474 between SCCAA and the State, the State reserves the right to add any special conditions to its Agreement with SCCAA which the State deems necessary to ensure the goals of the Program are achieved. In the event any such changes are made by the State to its Agreement with SCCAA that necessitate changes to this Subrecipient Agreement, SCCAA reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT B**

Budget Detail and Payment Provisions

1. Budget Detail

The Subrecipient agrees that CESH funds shall be expended on one-time uses that address immediate homelessness challenges and such funds shall be expended in accordance with the Grant Application, this Agreement, and in accordance with all applicable laws and regulations.

Consistent with the Application submitted by SCCAA in September 2018, SCCAA shall award funds in the form of a Grant for the following eligible activities:

- | | | |
|---------------------------------|--|------------------|
| A. | Rental Assistance, Housing Relocation, and Stabilization Services: | \$ 15,000 |
| B. | Flexible Housing Subsidy Funds: | \$ -0- |
| C. | Operating Support for Emergency Housing Interventions: | \$ -0- |
| D. | System Support: | \$ 42,000 |
| TOTAL CESH AWARD AMOUNT: | | \$ 57,000 |

2. General Conditions Prior to Disbursement

General Requirements – All Subrecipients must submit the following forms prior to CESH funds being released:

- A. Request for Funds Form (“RFF”); and
- B. Four original signed and fully executed Subrecipient Agreements, Subrecipient initialed Exhibits A through E, and Subrecipient signed Exhibit F; and
- C. Any other documents, certifications, or evidence requested by SCCAA or otherwise required by the State or by law as part of the CESH application.

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded Grant funds are defined in the CESH statutes, and Health and Safety Code Sections 50214 and 50215 which mandates the following:

- A. One hundred percent of CESH funds shall be expended by August 8, 2024.

Subrecipient’s Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT B**

- B. Any funds not expended by August 8, 2024 shall be returned to SCCAA and will then be returned to Business Consumer Services and Housing Agency (BCSH) and will revert to the State General Fund.

SCCAA staff will provide ongoing technical assistance and training to support Subrecipients in successfully complying with these deadlines.

CESH funds may not be obligated or expended prior to the effective date of this Agreement or prior to Subrecipients receipt of CESH funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and other relevant provisions established under Senate Bill 850, the NOFA, and this Agreement.

4. Disbursement of Funds

Within 30 days of the effective date of this Agreement, Subrecipient shall submit a valid and correct Request for Funds ("RFF", Exhibit F) to SCCAA. The Request for Funds must include the proposed activities and amount of funds proposed for expenditure under each eligible use. CESH funds will be disbursed promptly to the Subrecipient upon receipt, review, and approval of a completed and correct Request for Funds by SCCAA. Once the Request for Funds has been received by SCCAA, SCCAA will disburse the CESH funds to Subrecipient in a single allocation in the amount of \$ 57,000, which amount is one-hundred percent (100%) of the CESH Grant funds allocated and awarded to Subrecipient under the CESH Application submitted by SCCAA on behalf of Subrecipient. In no event shall the maximum amount disbursed to Subrecipient by SCCAA exceed \$57,000. Subrecipient shall ensure that CESH funds are held in an interest-bearing account. All interest earned must be expended on awarded eligible activities.

5. Budget Changes

After the effective date of this Agreement, the Subrecipient agrees that no changes shall be made to the Subrecipients CESH budget, funded homeless service providers, or eligible activities listed in the RFF without first obtaining approval from SCCAA. Subrecipient further agrees that any such changes shall comply with all applicable laws, rules, applications, and State requirements. Any changes to this Agreement must be requested by the Subrecipient in writing through submission of a Change Request Form. Change Request Forms must be requested from SCCAA. Changes must be approved in writing by SCCAA.

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT B**

6. Ineligible Costs

CESH 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 Section 50490(f).

SCCAA reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs or expenses to be paid or incurred by Subrecipient with funds made available by this Agreement. If the Subrecipient uses CESH funds to pay for ineligible activities, the Subrecipient shall be required to reimburse these funds to SCCAA.

- A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to SCCAA by the Subrecipient.
- B. Expenditures for activities not described in Exhibit A Paragraph 7 or Exhibit B Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by SCCAA prior to the expenditure of funds for those activities.
- C. SCCAA, at its sole and reasonable discretion, shall make the final determination regarding allow ability of expenditures of CESH funds.

7. Administrative Costs

Administrative costs are not an eligible expense under this agreement.

Subrecipient's Initials _____

SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions
California Emergency Solutions and Housing (CESH)

1. Effective Date, Commencement of Work, and Completion Dates

- A. This Subrecipient Agreement is effective beginning August 8, 2019. Subrecipient agrees that the work shall not commence, nor will any costs paid with CESH funds be incurred or obligated by any party, prior to execution of this Agreement by SCCAA and the Subrecipient, or prior to Subrecipients receipt of CESH funds, whichever date is later. Subrecipient agrees that the work shall be completed by the Expenditure Deadline as specified in Exhibit A, Section 7.B.
- B. Subrecipient agrees that the work shall be completed by the Expenditure Deadline as specified in Exhibit A, Section 7.B. and that the work will be provided for the full term of this Agreement.

2. Sufficiency of Funds and Termination

- A. If Subrecipient materially fails to perform Subrecipients' responsibilities under this Agreement to the satisfaction of SCCAA, or if Subrecipient fails to fulfill in a timely and professional manner Subrecipients' responsibilities under this Agreement, or if Subrecipient violates any of the terms or provisions of this Agreement, then SCCAA shall have the right to terminate this Agreement for cause effective immediately upon the SCCAA giving written notice thereof to Subrecipient. If termination for cause is given by SCCAA to Subrecipient and it is later determined that Subrecipient was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. SCCAA may terminate this Agreement without cause on 30 days written notice to Subrecipient.
- C. SCCAA may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased during the term of this Agreement.
- D. SCCAA's right to terminate this Agreement may be exercised by the Shasta County Executive Officer, or his/her designee, and/or the Director of Housing and Community Action Agency, or his/her designee.
- E. Should this Agreement be terminated, Subrecipient shall promptly provide to SCCAA any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Subrecipient pursuant to this Agreement.
- F. If this Agreement is terminated, Subrecipient shall only be paid for Work satisfactorily completed and provided prior to the effective date of termination and return all awarded funds not expended on eligible activities within 30 days of termination date including all earned interest.

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

3. 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 SCCAA and a formal amendment to this Agreement to affect such subcontract or novation.

4. Subrecipients' Application for Grant Funds

- A. Subrecipient has submitted to SCCAA an Application for CESH Grant funds to provide Rental Assistance, Operating Support, and System Support Program funds in the Continuum of Care Region. SCCAA is entering 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 SCCAA. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. 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 SCCAA approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then SCCAA may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

5. Reporting/Audits

- A. The Subrecipient shall submit annual written reports with the first annual report due April 30, 2020 for previous fiscal year (7/1-6/30) and annual thereafter to SCCAA on forms provided by SCCAA. If the Subrecipient fails to provide such documentation, SCCAA may terminate this Agreement. A final report must be submitted to SCCAA by Subrecipient by April 30, 2024.
- B. The Annual reports shall contain a detailed report regarding the following:
 - 1. Program or project selection process performed in collaboration with the CoC.
 - 2. Amount of award with activity(ies).
 - 3. Projected performance measures.
 - 4. Contract expenditures.
 - 5. The expenditures and activities for each year of the term of the contract with HCD until all funds awarded to a Subrecipient have been expended.
 - 6. Progress on the following performance measures and others established and described in the Application to evaluate success in implementing eligible activities:

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

- a) Number of homeless persons served;
 - b) The number of unsheltered homeless persons served and the average length of time spent as homeless before entry into the program or project;
 - c) The number of homeless persons exiting the program or project to permanent housing; and
 - d) The number of persons that return to homelessness after exiting the program or project.
- C. SCCAA reserves the right to perform or cause to be performed a financial audit. At SCCAA's request, the Subrecipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- 1. If a financial audit is required by SCCAA, the audit shall be performed by an independent certified public accountant.
 - 2. The Subrecipient shall notify SCCAA of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by SCCAA to the independent auditor's working papers.
 - 3. The Subrecipient is responsible for the completion of audits and all costs of preparing audits.
 - 4. If there are audit findings, the Subrecipient must submit a detailed response acceptable to SCCAA for each audit finding within 90 days from the date of the audit finding.

6. Access to Records; Records Retention

- A. SCCAA, federal, and state officials shall have access to any books, documents, papers, and records of Subrecipient that are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of Subrecipient or SCCAA. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. Subrecipient shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the Work performed or the services provided pursuant to this Agreement.
- C. Subrecipient agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or SCCAA audit directly related to the provisions of this Agreement. Subrecipient agrees to repay SCCAA the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Subrecipient agrees that SCCAA may withhold any money due and recover through any appropriate method any money erroneously paid under this Agreement if evidence exists of less than full compliance

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

with this Agreement including, but not limited to, exercising a right of set-off against any Grant amounts payable to Subrecipient.

7. Retention and Inspection of Records

- A. The Subrecipient is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the permissibility of expenditures charged to Grant funds
- B. The Subrecipient agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Subrecipient agrees to provide the Department or its designee, with any relevant information requested. The Contractor agrees to permit the Department 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 material that may be relevant to a matter under investigation for the purpose of determining compliance with the CESH Statutes, the NOFA, and this Agreement.
- C. The Subrecipient shall retain all books and records relevant to this Agreement for a minimum of five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.
 - 1. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started 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.
 - 2. The Subrecipient also agrees to include in any subcontract that it enters into in an amount exceeding \$10,000, the Department's right to audit the subcontractor's records and interview their employees. The Subrecipient shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

8. Breach and Remedies

- A. 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, CESH funds provided under this Agreement for any ineligible activities.
 3. Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to the SCCAA in law or equity for breach of this Agreement, the SCCAA may:
1. Bar the Subrecipient from applying for future CESH funds;
 2. Revoke any other existing CESH award(s) to the Subrecipient;
 3. Require the return of any unexpended CESH funds disbursed under this Agreement;
 4. Require repayment of CESH funds disbursed and expended under this Agreement;
 5. Require the immediate return to the SCCAA of all funds derived from the use of CESH 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 the CESH Program requirements; and/or
 7. Seek such other remedies as may be available under the relevant agreement or any law.
- C. All remedies available to the SCCAA are cumulative and not exclusive.
- D. The SCCAA may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 15 days.

9. Nonassignment of Agreement; Non Waiver

Inasmuch as this Agreement is intended to secure the specialized services of Subrecipient, Subrecipient may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of SCCAA. The waiver by SCCAA of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.

10. Compliance with Laws; Non-Discrimination

During the performance of this Agreement, Subrecipient and its subcontractors 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

Subrecipient's Initials _____

SUBRECIPIENT AGREEMENT EXHIBIT C

pregnancy disability leave. Subrecipients 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 subcontractors 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 12990 (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 subcontracts shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

11. Conflict of Interest

Subrecipients 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.

- 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 contractor 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 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.
- 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 California Political Reform Act, Government Code section 87100 *et. seq.*

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

12. Special Conditions

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 the SCCAA prior to disbursement of funds. The Subrecipient agrees to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Subrecipient shall ensure that all of its subcontractors are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in termination of this Agreement.

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, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Subrecipient, all of its subcontractors, and any other Grant activity.

14. 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 SCCAA, 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 Subrecipient shall notify SCCAA immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or SCCAA, 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 SCCAA.

Subrecipient's Initials _____

SUBRECIPIENT AGREEMENT
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
California Emergency Solutions and Housing (CESH)

1. **Special Conditions.**

- A. All proceeds from any interest-bearing account established by the Subrecipient for the deposit of CESH funds, along with any interest-bearing accounts opened by Subrecipient for the deposit of CESH funds, must be used for CESH-eligible activities.
- B. Any housing-related activities funded with CESH 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 Institution Code Section 8255(b).
- C. SCCAA agrees to provide Subrecipient access to HMIS with an executed Personal Services and Sublicense Agreement. All client level data must be collected and entered into HMIS for all persons served using CESH funds. Subrecipient may be required to participate in any statewide initiatives as directed by Business, Consumer Services and Housing Agency (BCSH) including but not limited to, a statewide data integration environment.

2. **Entire Agreement; Amendments; Headings; Exhibits/Appendices**

- A. This Agreement constitutes the entire understanding of the parties hereto. Subrecipient shall be entitled to no other benefits other than those specified herein. Subrecipient specifically acknowledges that in entering into and executing this Agreement, Subrecipient relies solely upon the provisions contained in this Agreement and no others.
- B. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this Agreement and do not cause an increase to the maximum amount payable under this Agreement may be agreed to in writing between Subrecipient and SCCAA's Director, provided that the amendment is in substantially the same format as the SCCAA's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

Subrecipient's Initials _____

SUBRECIPIENT AGREEMENT
EXHIBIT E
SPECIAL TERMS AND CONDITIONS
SCCAA

1. Employment Status of Subrecipient

Subrecipient shall, during the entire term of this Agreement, be construed to be an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow SCCAA to exercise discretion or control over the professional manner in which Subrecipient performs the work or services that are the subject matter of this Agreement; provided, however, that the work or services to be provided by Subrecipient shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of SCCAA is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Subrecipient shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from Grant funds if Subrecipient were a SCCAA employee. SCCAA shall not be liable for deductions for any amount for any purpose from Subrecipients Grant funding. Subrecipient shall not be eligible for coverage under SCCAA's workers' compensation insurance plan nor shall Subrecipient be eligible for any other SCCAA benefit. Subrecipient must issue W-2 and 941 Forms for income and employment tax purposes, for all of Subrecipients assigned personnel under the terms and conditions of this Agreement.

2. Indemnification

To the fullest extent permitted by law, Subrecipient shall indemnify and hold harmless SCCAA, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this Agreement by Subrecipient, or by any of Subrecipients' subcontractors, any person employed under Subrecipient, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of CAA. Subrecipient shall also, at Subrecipients' own expense, defend the CAA, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against CAA, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this Agreement by Subrecipient, or any of Subrecipient subcontractors, any person employed under Subrecipient, or under any Subcontractor, or in any capacity. Subrecipient shall also defend and indemnify CAA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless CAA with respect to Subrecipients' "independent contractor" status that would establish a liability on CAA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

3. Insurance Coverage

- A. Without limiting Subrecipient's duties of defense and indemnification, Subrecipient and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect SCCAA and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by SCCAA.
- B. Subrecipient and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Subrecipient, subcontractor, Subrecipient's partner(s), subcontractor's partner(s), Subrecipient's employees, and subcontractor's employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Subrecipient or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *SCCAA, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this Agreement. Subrecipient hereby certifies that Subrecipient is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Subrecipient shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this Agreement
- C. Subrecipient shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Subrecipient shall require subcontractors to furnish satisfactory proof to SCCAA that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Subrecipient pursuant to this Agreement.
- E. With regard to all insurance coverage required by this Agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Subrecipient or subcontractor shall be disclosed to and be subject to approval by the SCCAA Risk Manager prior to the effective date of this Agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Subrecipient or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

the effective date of this Agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Subrecipient or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *SCCAA, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to SCCAA within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this Agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Subrecipient shall provide SCCAA with an endorsement or amendment to Subrecipient's policy of insurance as evidence of insurance protection before the effective date of this Agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this Agreement. In the event any insurance coverage expires at any time during the term of this Agreement, Subrecipient shall provide SCCAA, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. In the event Subrecipient fails to keep in effect at

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this Agreement, SCCAA may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Subrecipient shall provide SCCAA a certificate of insurance reflecting those limits.
- (8) Any of Subrecipient's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of SCCAA.

4. Notice of Claim; Applicable Law; Venue

- A. If any claim for damages is filed with Subrecipient or if any lawsuit is instituted concerning Subrecipient's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect SCCAA, Subrecipient shall give prompt and timely notice thereof to SCCAA. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of work of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. Any dispute between the Parties, and the interpretation of this Agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in SCCAA.

5. Performance Standards

Subrecipient shall perform the work or services required by this Agreement in accordance with the industry and/or professional standards applicable to Subrecipient's work or services.

6. Notices

- A. Except as provided in Exhibit C, section 2.C. of this Agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

If to SCCAA: Director
 Shasta County Department of Housing and
 Community Action Agency
 1450 Court Street, Suite 108
 Redding, CA 96001
 Telephone (530) 225-5160
 Fax (530) 225-5178

If to Subrecipient: Director
 County of Lassen, Health and Social Services
 1445 Bunyan Road
 Susanville, CA 96130
 Telephone (530) 251-2683

- B. Any oral notice authorized by this Agreement shall be given to the persons specified in Section 6.A. above and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this Agreement, any written or oral notices on behalf of the SCCAA as provided for in this Agreement may be executed and/or exercised by the Shasta County Executive Officer.

7. Agreement Preparation

It is agreed and understood by SCCAA and Subrecipient that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this Agreement within the meaning of section 1654 of the Civil Code.

8. Compliance with Political Reform Act

Subrecipient shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the SCCAA's Conflict of Interest Code, with regard to any obligation on the part of Subrecipient to disclose financial interests and to recuse from influencing any SCCAA decision which may affect Subrecipients financial interests. If required by the SCCAA's Conflict of Interest Code, Subrecipient shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

9. Property Taxes

Subrecipient represents and warrants that Subrecipient, on the date of execution of this Agreement, (1) has paid all property taxes for which Subrecipient is obligated to pay or (2) is current in payments due under any approved property tax payment arrangement. Subrecipient shall make timely payment of all property taxes at all times during the term of this Agreement.

10. Severability

If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or SCCAA ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

11. Scope and Ownership of Work

All research data, reports, and every other work product of any kind or character arising from or relating to this Agreement shall become the property of the SCCAA and be delivered to the SCCAA upon completion of its authorized use pursuant to this Agreement. SCCAA may use such work products for any purpose whatsoever. All works produced under this Agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the SCCAA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this Agreement, Subrecipient shall retain all of Subrecipient's rights in Subrecipient's own proprietary information, including, without limitation, Subrecipient's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Subrecipient prior to, or acquired by Subrecipient during the performance of this Agreement and Subrecipient shall not be restricted in any way with respect thereto.

Signature Page Follows

Subrecipient's Initials _____

IN WITNESS WHEREOF, SCCAA and Subrecipient have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

SCCAA

Date: _____

Board of Supervisors
County of Shasta
State of California

ATTEST:

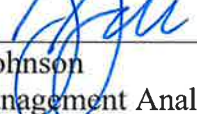
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel


By: Matthew McOmber
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  11/22/19
James Johnson
Risk Management Analyst III

SUBRECIPIENT

Date: _____

By: _____
Barbara Longo
County of Lassen Health & Human Services
Executive Director

Approved as to Form

DEC 23 2019


Lassen County Counsel

Tax I.D.#: 94-6000517

Subrecipient's Initials _____

**SUBRECIPIENT AGREEMENT
EXHIBIT F**

Shasta County Community Action Agency
1450 Court Street Ste 108
Redding, CA 96001

**CALIFORNIA EMERGENCY SOLUTION AND HOUSING PROGRAM
Subrecipient Request for Funds Form (RFF)**

Contract Number: SCCAA 18-CESH-12474 **Expiration Date:** August 8, 2024

Invoice Number:

Subrecipient: Contact Person: Barbara Longo

Contact Person Title: Executive Director

E-Mail: blongo@co.lassen.ca.us _____

Phone Number: 530-251-2683

HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

This billing is for the period of _____ to _____.

BUDGET BREAKDOWN		REQUEST
Proposed	Approved	Draw Amount

Rental Assistance, Housing Relocation and Stabilization Services	\$ 15,000	
Flexible Housing Subsidy Funds	\$ -0-	
Operating Support for Emergency Housing Interventions	\$ -0-	
System Support	\$ 42,000	
TOTAL	\$ 57,000	

CERTIFICATION

"By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the CESH Subrecipient Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

--	--

Name of Authorized Person

Date

--	--

Signature of Authorized Person

Date

SCCAA Use Only	
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--	--

SCCAA Authorizing Approval Signature

Date

Subrecipient's Initials _____