

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
20-HHAP-00010

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTOR NAME

Mendocino County Department of Social Services (CA-509 Mendocino CoC)

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

06/30/2025

3. The maximum amount of this Agreement is:

\$924,734.12

4. 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1-6
Exhibit B	Budget Detail and Payment Provisions	7-10
Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	11-20
Exhibit D	Special Terms and Conditions	21
Exhibit E*	General Terms and Conditions	22

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

Mendocino County Department of Social Services (CA-509 Mendocino CoC)

CONTRACTOR BUSINESS ADDRESS

747 South State Street

CITY

Ukiah

STATE

CA

ZIP

95482

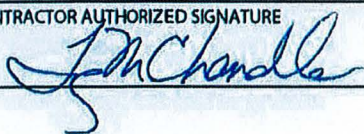
PRINTED NAME OF PERSON SIGNING

Tammy Moss Chandler

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

5/19/20

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

6/19/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

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 the Agency and a continuum of care, a city, or a county ("Grantee") 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 Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, 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).



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**EXHIBIT A
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3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

- (a) "Agency" means the Business, Consumer Services and Housing Agency.
- (b) "Applicant" means a continuum of care, city, or county.
- (c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- (d) "Continuum of care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- (f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- (h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- (i) "Homeless Management Information System" means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable



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database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.



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(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges, in the amount of six hundred fifty million dollars (\$650,000,000).

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to obligate the funds by the same statutory deadlines.

"Grantee" means the continuum of care, city, or county that has entered into contract with the Business, Consumer Services and Housing Agency and is receiving HHAP funding.

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.



**Homeless Housing, Assistance and Prevention
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**EXHIBIT A
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- 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. Agency Contract Coordinator

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	Continuum of Care for CA-509 Mendocino County
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA 95814	747 South State Street Ukiah, CA 95482
CONTRACT MANAGER	Amber Ostrander	Veronica Wilson Program Administrator
PHONE NUMBER:	916-651-7995	707-468-7071
EMAIL ADDRESS:	Amber.Ostrander@bcsh.ca.gov	wilsonv@mendocinocounty.org



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All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hcfc@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- B. Contractual Obligation:
- Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023**.
 - Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.

Cities or continuums of care that contractually obligate less than 50 percent of program allocations after May 31, 2023 are subject to an alternative disbursement plan as required under (Health & Safety Code, § 50220, subdivision (a)(4)(B)).

C. Full Expenditure of HHAP Grant Funds

- All HHAP grant funds (**100 percent**) must be expended by **June 30, 2025**. Any funds not expended by that date shall revert to the General Fund. (Health & Safety Code, § 50220, subdivision (e).)

7. Special Conditions

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



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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Budget Detail & Changes

The Grantee 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 Grantee shall expend HHAP funds on eligible activities as detailed in the annual budget submitted with the Grantee's approved application. The Grantee shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of HHAP funds.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the budget approved with the Grantee's application. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP funds according to an alternative budget. The HHAP Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement.

2. General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP funds being released:

- A. Request for Funds Form (RFF)
- B. STD 213 Standard Agreement - 2 original copies of the signed STD 213 form and initialed Exhibits A through E.
- C. Data Use Agreement (**all continuums of care, including those that redirected funding to another jurisdiction - see Exhibit D for relevant Special Terms and Conditions**)



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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

3. Disbursement of Funds

HHAP funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO). Once Agency receives, reviews, and signs off on the completed documents, the documents will be sent to DGS for review. Once DGS review is completed, documents will be forwarded to SCO for final review and fund disbursement. The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

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/or
 - (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 Grantee.
- C. At least 8 percent of the HHAP allocation shall be used to establish or expand services for homeless youth populations.
- D. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP funds by May 31, 2023. If less than 50 percent is obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:



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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

(1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to Agency that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.

(2) Agency approves the alternative disbursement plan.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to Agency.

E. Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the continuum of care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify Agency on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide Agency with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

F. All HHAP funds shall be expended by June 30, 2025.

G. Any funds not expended by June 30, 2025 shall revert to the General Fund.

5. Reimbursement

HHAP program funds should not generally be obligated or expended prior to the effective date of this Agreement. However, Agency acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to July 1, 2019.



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**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from HCFC must be obtained prior to obtaining reimbursement.
- D. Capital improvement projects pertaining to emergency shelters and navigation centers are still required to demonstrate need. Eligible applicants are required to submit the following information for HCFC to review and approve or deny such projects:
 - (1) The number of available shelter beds in the jurisdiction;
 - (2) The shelter vacancy rate in the summer and winter months;
 - (3) The percentage of exits from emergency shelters to permanent housing solutions; and
 - (4) A plan to connect residents to permanent housing.

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.

Agency 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 Grantee or its funded subrecipients use HHAP funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

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 Grantee.

Agency, 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.



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7. Administrative Costs

The Grantee must comply with Health and Safety Code section 50219, subdivision (e), which limits the Grantee's administrative costs to no more than 7 percent of total HHAP funds received. For purposes of this requirement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the Program allocation.

A handwritten signature in blue ink, appearing to read "J. M. Chandler", is located in the bottom right corner of the page.

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**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

1. Termination and Sufficiency of Funds

A. Termination of Agreement

Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. 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 Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency 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 Agency 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

Grantee 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 Agency and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

Grantee has submitted to Agency an application for HHAP funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Grantee's 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.



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Grantee 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 Grantee'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 Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting/Audits

A. Annual Report Deadlines

By January 1, 2021, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Agency in a format provided by Agency. If the Grantee fails to provide such documentation, Agency may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2026, the Grantee shall submit a final report, in a format provided by Agency, as well as a detailed explanation of all uses of the Program funds.

B. Reporting Requirements

The annual report shall 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.
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.



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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.

In addition to the annual reports, Agency requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to the agency on a form and method provide by the agency, that includes the 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, as well as any additional information the agency deems appropriate or necessary.

Agency may require additional supplemental reporting with written notice to the Grantee.

C. Auditing

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

1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
2. The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
3. The Grantee is responsible for the completion of audits and all costs of preparing audits.
4. If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5. Inspection and Retention of Records

A. Record Inspection

The Grantee agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Agency, or its designee, with any



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relevant information requested. The Grantee agrees to give Agency 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 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. Grantee's failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, HHAP funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

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

1. Bar the Grantee from applying for future HHAP funds;
2. Revoke any other existing HHAP award(s) to the Grantee;
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;



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5. Require the immediate return to Agency 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.

C. All remedies available to Agency are cumulative and not exclusive.

D. Agency may give written notice to the Grantee 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 Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee 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 Agency to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, Grantee 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. Grantees and subGrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients 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 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). Grantee and its subrecipients shall give written notice of their obligations



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under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Grantees 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.



**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

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

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

E. 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, Grantee 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. Grantee'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.



**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

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 Grantee'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

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 – Grantees/SubGrantee

The Grantee 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 Agency prior to disbursement of funds. The Grantee shall ensure that all SubGrantees 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 Grantee and any SubGrantee shall require the Grantee and its SubGrantees, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.



**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

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 Grantee or any SubGrantee 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 Grantee 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 Grantee, its subrecipients, and all eligible activities.

Grantee 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. Grantee 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. Grantee shall provide copies of permits and approvals to Agency upon request.

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.

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.



**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

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.

A handwritten signature in blue ink, appearing to read "J. McChondle", is located in the bottom right corner of the page.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee 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. Grantee agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded projects, services, and clients served. Grantee 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. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency to access Grantee's HMIS data for that purpose.
5. If Grantee 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). Grantee'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.



**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT E
GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. This document can be viewed at the following link:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

A handwritten signature in blue ink, appearing to read "J. McChandle", is located in the bottom right corner of the page.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: See STD 213, page 1
Tammy Moss Chandler, HHSA Director

Date: _____

Budgeted: ☒ Yes ☐ No

Budget Unit: TBD


Line Item: TBD

Org/Object Code: TBD

Grant: ☒ Yes ☐ No

Grant No.: 20-HHAP-00010

COUNTY OF MENDOCINO

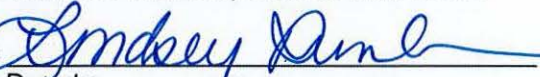
By: 
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

JUL 20 2020

Date: _____

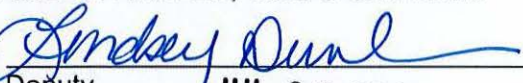
ATTEST:

CARMEL J. ANGELO, Clerk of said Board


By: 
Deputy
JUL 20 2020

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy
JUL 20 2020

INSURANCE REVIEW:

By: 
Risk Management

Date: **6/11/2020**

CONTRACTOR/COMPANY NAME

By: See STD 213, page 2
Lourdes Castro Ramirez, Secretary

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Business, Consumer Services, and Housing Agency
915 Capitol Mall, Suite 350A
Sacramento, CA 95814
916-651-7995
Amber.Ostrander@bcsh.ca.gov

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

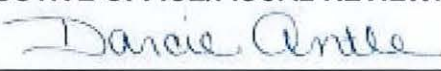
APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: 
Deputy

Date: **6/11/2020**

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO

Date: **6/11/2020**

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

DATA USE AGREEMENT

This Data Use Agreement (the "Agreement"), effective as of the ____ day of _____, 2020, is by and between the California Business, Consumer Services and Housing Agency (hereinafter referred to as "BCSH") and **Continuum of Care for CA-509 Mendocino County** (hereinafter referred to as the "CoC") (collectively, the "Parties"; each, a "Party").

1. Purpose

BCSH, through its Homeless Coordinating and Financing Council (HCFC), will create a statewide data system or warehouse (the "Homeless Data Integration System" or "HDIS") to collect local data from California Continuums of Care through the Homeless Management Information System ("HMIS"), as authorized by Welfare and Institutions Code section 8257, subdivision (b)(13). CoC agrees to share the HMIS data (the "Data") with BCSH in order to consolidate the Data in one database enabling BCSH to: (a) perform research and analytics on the Data, (b) support policy initiatives with respect to homelessness in California, (c) gain insights into the characteristics of people experiencing homelessness, identify patterns of service use, and identify gaps in services, (d) connect to other state-level data to understand the connection of various California systems of care to homelessness, and (e) provide CoC with access to research findings and/or data analysis (the "Purpose").

In order to accomplish the Purpose, by executing this Agreement, CoC agrees to provide BCSH with client level HMIS records which include: (1) personally identifiable information from client records for matching and de-duplicating individuals across the State of California and linkage to other administrative records from California; and (2) service encounter elements from those same client records for the purpose of research, evaluation, and program improvement.

2. Data Sharing

2.1 CoC is authorized to share data under this Agreement pursuant to the 2004 Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice, Section 4, HMIS Privacy and Security Standards issued by the U.S. Department of Housing and Urban Development (HUD); and the Coordinated Entry Management and Data Guide.

2.2 CoC will provide the Data in a format that matches HUD required data standards and comma separated values (CSV) extract guidance (as such standards and guidance evolve during the term of this Agreement) for all universal data elements, program specific data elements, and project descriptor data elements for all non-domestic violence clients. The Parties agree that additional data elements may be added or redacted to comply with federal and/or state reporting requirements. BCSH will extract the Data from the CoC through a secure connection. The Parties will mutually agree as to the frequency of transferring the Data from the CoC to BCSH, with such transfers occurring no less than quarterly during the year.

2.3 If any consent or other authorization is necessary under applicable law for the disclosure of sensitive personal information to BCSH under this Agreement, it is the sole responsibility of CoC to ensure that such sensitive personal information is not included in the Data unless the required consent or other authorization has been obtained.

3. Use of Data

3.1 BCSH agrees to utilize the Data solely for the purposes outlined in this Agreement, including the Purpose set forth above. Any other use of the Data must be approved in advance by CoC in a written amendment to this Agreement that is signed by both Parties.

3.2 BCSH will use Data in order to match and de-duplicate individuals (i.e., in order to link records from one data source to another and to eliminate duplicate copies of repeating data about specific individuals). In accordance with applicable privacy laws, Data will be de-identified, so that it no longer includes personal identifying information. The de-identified Data will be used to fulfill the Purpose pursuant to this Agreement. To the extent permissible under applicable privacy laws, CoC grants BCSH the right to de-identify the Data. Data will be de-identified in accordance with applicable law. BCSH will adhere to data de-identification protocols similar to, but no less stringent than, the California Health and Human Services protocols. BCSH will own any derivative works created using de-identified Data.

3.3 BCSH will link or integrate the Data with data from other organizations, including other Continuums of Care, in order to conduct research and data analysis which may result in reports, insights, trends and other work product. BCSH will own the results of its research and data analysis, including, without limitation, reports and all other work product. At BCSH's sole and absolute discretion, BCSH may provide CoC certain reports and analyses.

4. Data Provider Obligations

4.1 CoC acknowledges and agrees that BCSH may use, disclose, process, transfer and store the Data in order for BCSH to fulfill the Purpose and as otherwise authorized under this Agreement. CoC shall ensure that it is authorized to transfer or disclose the Data to BCSH and the State of California in order that BCSH may lawfully use, disclose, process and transfer the Data in accordance with this Agreement. CoC shall ensure that it is authorized and has the right to transfer and disclose the Data to BCSH in accordance with this Agreement. CoC shall ensure that allowable uses and disclosures under their privacy requirements and notice practices will allow BCSH to use the Data for research and analytics in furtherance of the Purpose, including the right to disclose to third parties for analytics, research and collaboration. CoC hereby grants BCSH a worldwide, non-exclusive, irrevocable license to use, disclose, and create derivative works of the Data, as permitted by applicable law and regulation, including the right to sublicense.

4.2 CoC shall have responsibility for the accuracy and quality of the Data and for ensuring that it has all necessary rights to submit such Data to BCSH for use as set forth herein.

4.3 CoC agrees to comply with all applicable federal and state privacy and security laws.

5. Data Recipient Obligations

5.1 As a condition of receiving the Data for carrying out the Purpose set forth above and as authorized under this Agreement, BCSH agrees to comply with applicable federal and state privacy and security laws, including, but not limited to, the California Information Practices Act of 1977 (Civ. Code, § 1798 et seq.). In addition, BCSH agrees to comply with relevant state and federal

standards addressing the gathering, use and protection of personal data and information, including the 2004 HMIS Data and Technical Standards Final Notice issued by HUD and the State of California Information Security Policies, Standards and Procedures (Outlined in State Administrative Manual Chapter 5300).

5.2 BCSH further agrees not to use, disclose, process or transfer the Data except to fulfill the purposes of this Agreement as described in Sections 1 and 3 above and as authorized under this Agreement.

5.3 BCSH agrees to use appropriate and reasonable safeguards designed to prevent the use or disclosure of the Data other than as provided for by this Agreement. BCSH shall take appropriate technical and organizational measures against unauthorized or unlawful processing of all Data or its accidental loss, destruction or damage.

5.4 BCSH agrees that its internal disclosure of the Data will only allow for relevant and necessary access in compliance with California Civil Code section 1798.24, subdivision (d).

5.5 BCSH agrees to comply with California Civil Code section 1798.19 if and when it provides by contract for the operation or maintenance of Data which it has received pursuant to this Agreement.

5.6 BCSH will comply with applicable law, including but not limited to California Civil Code Section 1798.29, related to a breach of the security of the Data.

5.7 The Data received by BCSH from CoC will be destroyed upon completion of the purpose for which they were obtained. The Data shall be destroyed in a manner to be deemed unusable or unreadable. BCSH may retain de-identified Data and any derivative works of such de-identified Data, reports, analyses or any other work product developed pursuant to this Agreement.

5.8 BCSH does not obtain any right, title, or interest in any of the Data provided by CoC other than that authorized or allowed by this Agreement.

6. Confidentiality

6.1 "Confidential Information" means all information disclosed by a Party to the other Party, whether orally or in writing, that is designated as confidential, that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, or that meets the definition of "personal information" in California Civil Code section 1798.3, subdivision (a). All data contained in CoC datasets, paper case files, and information provided verbally, is Confidential Information. Confidential Information does not include information, technical data, or work product which (a) was in the public domain at the time it was disclosed or enters the public domain through no fault of the receiver; (b) can be shown by written documentation to have been known to the receiver, without restriction, at the time of disclosure; (c) was independently developed by the receiver without any use of the discloser's Confidential Information; or (d) becomes known to the receiver, without restriction, from a source other than the discloser without breach of any confidentiality agreement and otherwise not in violation of the discloser's rights, obligations or agreements.

6.2 BCSH and CoC each agree to use and disclose the Confidential Information disclosed to it by the other Party only to perform its obligations and exercise its rights under this Agreement, which includes, without limitation, use in accordance with Sections 1 and 3, and as authorized and granted under this Agreement. Each Party will treat the Confidential Information of the other Party: (i) in a manner compliant with applicable state and federal laws and regulations, and (ii) in a confidential manner with the same degree of care as such Party treats its own confidential or proprietary information of like importance, which will be no less than a reasonable degree of care. Except as set forth in this Agreement, each Party will disclose the Confidential Information of the other Party only to such of its employees, agents, contractors or consultants who are required to have the information in connection with this Agreement and who are bound by confidentiality obligations at least as restrictive as those contained in this Section 6.

7. Information Security

BCSH shall store the information so that it is secure from unauthorized access. BCSH shall maintain appropriate and reasonable administrative, physical and technical safeguards designed to prevent unauthorized access, use, or disclosure of the Data. The Data must be encrypted when in transit using FIPS 140-2 approved encryption technology.

8. Term and Termination

8.1. This Agreement shall be effective as of the date first set forth above and shall continue for five years unless terminated with or without cause as set forth below. This Agreement will automatically renew for subsequent five-year terms unless a Party provides the other Party with a written notice of termination at least 60 days prior to the expiration of the then-current term.

8.2. If either Party breaches any provision in this Agreement and such breach remains uncured after thirty (30) days written notice to the breaching Party, the non-breaching Party may terminate this Agreement on a date specified by such Party.

8.3. Either Party may terminate this Agreement for convenience on thirty (30) days written notice to the other Party. If the CoC terminates this Agreement, the CoC may not request the removal of Data already submitted to BCSH and the Data will not be returned.

8.4. After the termination of this Agreement, BCSH agrees to maintain the confidentiality of the Data as set forth in this Agreement.

9. Mutual Defense and Indemnification

Each Party (as "Indemnitor") shall indemnify, hold harmless, and defend the other Party (as "Indemnitee"), as well as the Indemnitee's appointees, officers, directors, employees, agents, affiliates, successors, and permitted assigns, from and against any and all liability, claims, damages, losses and expenses, including but not limited to attorney's fees and costs (with attorneys of the Indemnitee's choosing, at its sole and absolute discretion), caused by, arising out of, in connection with, or resulting from the Indemnitor's performance under this Agreement, where any such liability, claim, damage, loss or expense is caused by and arises, in whole or in part, from any negligent or non-negligent act or omission of the Indemnitor or any of the Indemnitor's appointees, employees, agents, subcontractors or others.

10. Dispute Resolution

If a dispute arises under this Agreement, the Parties shall attempt to resolve it informally and at the lowest level of intervention before elevating the dispute up their respective chains of command for resolution in accordance with applicable law and the terms of this Agreement. During any dispute, the Parties shall continue with their respective responsibilities under this Agreement.

11. Contact Persons

11.1. To facilitate successful administration of this Agreement and for purposes of the initiation of this Agreement, the representatives designated as "CoC Representative" and "BCSH Representative" will act as the contact persons for each Party. The representatives are identified on Attachment A, attached hereto. Moreover, the BCSH person designated as "Custodian for Data Recipient" on Attachment A will be responsible for observing the security and privacy arrangements specified in this Agreement. The person designated as the "CoC Data Provider" on Attachment A will be the point-of-contact for purposes of providing data to BCSH.

11.2. Either Party may change its representative by notifying the other Party in writing of such change within five (5) business days. Any such change will become effective upon the receipt of such notice by the other Party to this Agreement.

12. Miscellaneous.

12.1. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to BCSH:

Attn: _____

If to CoC:

Mendocino County HHSA

747 South State Street

Ukiah, CA 95482

Attn: Veronica Wilson

12.2. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each of the Parties hereto.

12.3. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of California, without regard to applicable conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be exclusively adjudicated in a court of competent jurisdiction located in Sacramento County, California. Each Party agrees and submits to the personal jurisdiction and venue thereof.

12.4. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

12.5. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

12.6. The provisions of this Agreement shall be severable and, if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

12.7. Nothing in this Agreement is intended to confer on any person other than the Parties to this Agreement or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a Party to this Agreement nor imposing any obligations on either Party hereto to persons not a Party to this Agreement.

12.8. Entire Agreement. This Agreement, together with all attachments, exhibits, schedules, riders, and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the exhibits, schedules, or riders, the provisions of this Agreement shall control.

[Signature page to follow]

By signing below, each Party agrees and accepts all of the foregoing by signature of its authorized representative:

California Business, Consumer Services
and Housing Agency

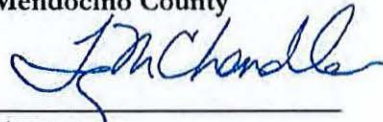
Signature

Lourdes M. Castro Ramírez
Name

Secretary
Title

Date

Continuum of Care for CA-509
Mendocino County



Signature

Tammy Moss Chandler
Name

Director
Title

May 21, 2020
Date

ATTACHMENT A

CONTACT NAMES

CoC Representative	BCSH Representative
Name: Veronica Wilson	Name: Ali Sutton
Phone Number: 707-468-7071	Phone Number: 916-653-4090
Email: wilsonv@mendocinocounty.org	Email: Alicia.sutton@bcsh.ca.gov

Custodian(s) for BCSH	CoC Data Provider
Name: Jill Leufgen	Name: Veronica Wilson
Phone Number: 916-651-6474	Phone Number: 707-468-7071
Email: jill.leufgen@bcsh.ca.gov	Email: wilsonv@mendocinocounty.org



HOMELESS HOUSING, ASSISTANCE AND PREVENTION FUNDING

REQUEST FOR FUNDS FORM

Contract Number: 20-HHAP-00010
Invoice Number: 20-HHAP-00010
Grantee Name: Mendocino County Department of Social Services (CA-509)
Address: 747 South State Street
City: Ukiah
State & Zip: CA, 95482

Expiration Date: 6/30/2025
Contact Person: Veronica Wilson
Contact Person Title: Program Administrator
E-mail: wilsonv@mendocinocounty.org
Phone No.: 707-468-7071

HOMELESS HOUSING, ASSISTANCE AND PREVENTION FUNDING BREAKDOWN

AWARD

Eligible Use Category per § HSC 50219(c)	Draw Amount
Rental Assistance and Rapid Rehousing	\$184,946.83
Operating Subsidies and Reserves	\$184,946.80
Landlord Incentives	\$184,946.84
Outreach and Coordination (including employment)	\$184,946.82
Systems Support to Create Regional Partnerships	
Delivery of Permanent Housing	
Prevention and Shelter Diversion to Permanent Housing	\$120,215.44
New Navigation Centers and Emergency Shelters	
Strategic Homelessness Planning, Infrastructure Development, CES, and HMIS (up to 5%)	
Administrative (up to 7%)	\$64,731.39
TOTAL:	\$924,734.12

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 Standard 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.*

Tammy Moss Chandler

HHSA Director

Name of Authorized Person

5/21/2020

Signature of Authorized Person

Date:

BCSH USE ONLY

Grant Management Representative Signature

Date:

Amber Ostrander

Grant Management Manager Signature

Date: