RESOLUTION - ACTION REQUESTED 2019-235

MEETING: May 7, 2019
TO: The Board of Supervisors
FROM: Chevon Kothari, Health and Human Services Director
RE: Approve Subcontractor Agreement with the Amador Tuolumne Community Action Agency (ATCAA)

RECOMMENDATION AND JUSTIFICATION:
Approve a subcontractor agreement with the Amador Tuolumne Community Action Agency (ATCAA) to participate in Homeless Emergency Aid Program (HEAP); and authorize the Board of Supervisors Chair to sign the agreement.

Mariposa County has a prior history with ATCAA, joining Amador, Calaveras, and Tuolumne counties in the Central Sierra Continuum of Care (CoC) to apply for housing and homeless-related funding and participate in, and provide services for various homeless programs. For the HEAP program, funds are provided through a one-time block grant that must be used to address immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness through a variety of services.

The HEAP program is administered by the California Homeless Coordinating and Financing Council. ATCAA is a recognized Administrative Entity for HEAP, and as a member county, Mariposa will participate in a subcontractor agreement in the amount of $302,412. The Health and Human Services Agency will use funding in the following areas: for services to homeless adults up to $272,172, for homeless youth set-aside costs up to $15,120, and for administrative costs in an amount not to exceed $15,120.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved another agreement in the amount of $50,000 with ATCAA on May 9, 2017 through Resolution No. 2017-274.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Mariposa County will not be able to participate in this program that would provide $302,412 in immediate emergency assistance services for the county homeless population.

FINANCIAL IMPACT:
Resolution - Action Requested 2019-235

This agreement will provide revenue for the County to perform the proposed services. There is no impact to the County General Fund.

ATTACHMENTS:
ATCAA HEAP Agreement - Wcsignature  (PDF)

RESULT:    ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:     Kevin Cann, District IV Supervisor
SECONDER:  Marshall Long, District III Supervisor
AYES:      Smallcombe, Jones, Long, Cann, Menetrey
Amador Tuolumne Community Action Agency  
SUBCONTRACTOR AGREEMENT  
California Emergency Solutions and Housing  
Business Consumer Services and Housing Agency

This Agreement is entered into between the Amador Tuolumne Community Action Agency (ATCAA), and the subcontractor named below:

The term of this agreement is: January 12, 2019 through October 31, 2021.

The maximum amount of this Agreement is: $302,412

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

Exhibit A: Authority, Purpose and Scope of Work  3 pages
Exhibit B: Budget Detail and Payment Provisions  3 pages
Exhibit C: Terms and Conditions  9 pages
Exhibit D: Special Terms and Conditions  1 page

TOTAL NUMBER OF PAGES ATTACHED: 16 pages

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

<table>
<thead>
<tr>
<th>SUBCONTRACTOR</th>
<th>ATCAA Use Only</th>
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</thead>
<tbody>
<tr>
<td>MARIPOSA COUNTY HOMELESS SOLUTIONS</td>
<td></td>
</tr>
</tbody>
</table>

Subcontractor’s Name:
County of Mariposa

By (Authorized Signature)  
MAY 2, 2019  
Date Signed

Miles Menetrey, Board Chair
Printed Name and Title of Person Signing

P.O. Box 99, Mariposa, CA 95338
Address

AMADOR TUOLUMNE COMMUNITY ACTION AGENCY

By (Authorized Signature)  
1/1/19  
Date Signed

Printed Name and Title of Person Signing

APPROVED AS TO FORM:

STEVEN W. DAHLEM  
COUNTY COUNSEL
SUBCONTRACTOR AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work
Homeless Emergency Aid Program (HEAP)

1. Authority

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the grant"). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("BCSH"). Amador Tuolumne Community Action Agency ("ATCAA") is the recognized Administrative Entity as provided for by HEAP and defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) and Large Cities to address their immediate homelessness challenges. Subcontractor Agreement along with all its exhibits ("Agreement") is entered into by ATCAA and the Subcontractor 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 Subcontractor agrees to comply with the terms and conditions of the Agreement, the Notice of Funding Availability ("NOFA") under which the Subcontractor applied, the representations contained in the Subcontractors application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to pass through one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of the Subcontractor. In accordance with the authority cited above, an application was made by the Subcontractor for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses, which include, but are not limited to, one or more of the following:

Contractor’s Initials ___
SUBCONTRACTOR AGREEMENT  
EXHIBIT A

A. Services,
B. Rental Assistance or Subsidies,
C. Capital Improvements,
D. Homeless Youth Set-Aside,
E. Administrative Costs, and
F. Other

5. **Agency Contract Coordinator**

The ATCAA’s Contract Coordinator for this Agreement is the ATCAA Housing Program, Central Sierra Continuum of Care, CA-526 or designee. Unless otherwise instructed, any notice, report or other communication requiring Subcontractor signature for this Agreement shall be mailed by first class mail to the ATCAA Housing Director at the following address:

ATCAA Housing Director  
Tuolumne, Amador, Calaveras, Mariposa Counties Continuum of Care  
10590 Highway 88  
Jackson, CA 95642  
deloward@atcaa.org

6. **Subcontractor’s Contract Coordinator**

The Subcontractor’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 Subcontractor’s Contract Coordinator at the following address:

<table>
<thead>
<tr>
<th>Subcontractor’s Authorized Representative Name:</th>
<th>Chevon Kothari</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>P.O. Box 99, Mariposa, CA 95338</td>
</tr>
<tr>
<td>Phone:</td>
<td>209-966-2000</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:ckothari@mariposahsc.org">ckothari@mariposahsc.org</a></td>
</tr>
</tbody>
</table>
7. **Effective Date, Term of Agreement, and Deadlines**

   A. This Agreement is effective upon approval by both ATCAA and Subcontractor as listed on page one, lower left section, Subcontractor Agreement, and signed by all parties,

   B. All HEAP grant funds must be at least 50 percent contractually obligated by January 1, 2020. One hundred percent of Program funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the ATCAA and further returned to BCSH and will then revert to the General Fund (See Health and Safety Code Section 50215).

8. **Special Conditions**

   ATCAA reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.
1. **Budget Detail**

The Subcontractor agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges. ATCAA will authorize an advance of up to 25% of total funds prior to first billing. Full advance amount must be paid back to ATCAA prior to final quarterly billing. Amount deducted from each quarterly billing will be agreed upon by ATCAA and Subcontractor.

Consistent with the application submitted by the Subcontractor in December 2018, ATCAA shall award funds in the form of a grant for the following eligible activities:

A. Capital Improvements: $ -0-

B. Services: Other than Homeless Youth Set-Aside $ 272,172

C. Rental Assistance or Subsidies: $ -0-

D. Homeless Youth Set-Aside: $ 15,120

E. Administrative Costs: $ 15,120

F. Other

**TOTAL HEAP AWARD AMOUNT:** $302,412

Subcontractor’s Initials: [MSW]
2. **General Conditions Prior to Disbursement**
   General Requirements – All Subcontractors must submit the following forms prior to HEAP funds being released:
   
   A. Request for Funds Form (RFF)
   B. Four original copies of the signed Subcontractor Agreement and initialed Exhibits A through D, and
   C. Any other documents, certifications, or evidence requested by ATCAA as part of the HEAP application.

3. **Expenditure of Funds**

   Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statues. Health and Safety Code Section 50214 and 50215 mandate the following:
   
   A. No more than five (5) percent of HEAP funds may be used for administrative costs related to the execution of eligible activities.
   B. No less than five (5) percent of HEAP funds shall be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness.
   C. No less than 50 percent of HEAP funds shall be contractually obligated by January 1, 2020.
   D. One hundred percent of HEAP funds shall be expended by June 30, 2021.
   E. Any funds not expended by June 30, 2021 shall be returned to ATCAA and will then be returned to BCSH and will revert to the General Fund.

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

   HEAP funds may not be obligated and expended prior to the effective date of this Agreement or prior to Subcontractor’s receipt of HEAP 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 all-over relevant provisions established under SB 850, the NOFA, and this Agreement.

4. **Disbursement of Funds**

   HEAP funds will be disbursed to the Contractor upon receipt, review and approval of the completed RFF by ATCAA for a check to be issued. The RFF must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed Quarterly.
5. **Budget Changes**

After the effective date of this Agreement, the Subcontractor agrees that no changes shall be made to the Subcontractor’s HEAP budget, funded homeless service providers, or eligible activities listed in the RFF without first obtaining approval from ATCAA. Any changes to this Agreement must be requested by the Subcontractor in writing through submission of a Change Request Form. Changes must be approved in writing by ATCAA.

6. **Ineligible Costs**

HEAP 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 50214.

ATCAA reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If the Subcontractor or its funded subrecipients use HEAP funds to pay for ineligible activities, the Subcontractor shall be required to reimburse these funds to ATCAA.

A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to ATCAA by the Subcontractor.

B. Expenditures for activities not described in Exhibit A or 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 ATCAA prior to the expenditure of funds for those activities.

C. ATCAA, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.

D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

7. **Administrative Costs**

The Subcontractor must comply with Health and Safety Code Section 50214, which limits administrative costs related to the executive of eligible activities to no more than five percent of HEAP funds. For purposes of this Program, “administrative costs” does not include staff costs directly related to carrying out the eligible activities described in Paragraph 1 of this Exhibit.
SUBCONTRACTOR AGREEMENT
EXHIBIT C
Terms and Conditions
Homeless Emergency Aid Program (HEAP)

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

   A. This Agreement is effective upon approval by ATCAA, which is indicated by the signature provided by ATCAA in the lower left-hand corner of page one. Subcontractor Agreement, when signed by all parties. Subcontractor agrees that the work shall not commence, nor any costs to be paid with HEAP funds be incurred or obligated by any party, prior to execution of this Agreement by ATCAA and the Subcontractor, or prior to Subcontractor’s receipt of HEAP funds, whichever date is later. Subcontractor agrees that the work shall be completed by the expenditure date specified in Exhibit A, Paragraph 6.

   B. Subcontractor must contractually obligate no less than fifty percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by June 30, 2021. Any funds not expended by June 30, 2021 shall be returned to ATCAA and will then be returned to BCSH and revert to the General Fund. “Obligate” means that the Subcontractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. “Expended” means all HEAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

   C. Subcontractor agrees that the work shall be completed by the expiration date specified in Exhibit A, Paragraph 6 and that the Scope of Work will be provided for the full term of this Agreement.

2. **Sufficiency of Funds and Termination**

   A. ATCAA may terminate this Agreement at any time for cause by giving a minimum of 14 days’ notice of termination, in writing, to the Subcontractor. Cause shall consist of: violations of any terms or conditions of this Agreement, or any breach on contract as described in Paragraph 7; violation of any Federal or State Laws or Regulations; or withdrawal of ATCAA’s expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by ATCAA, any unexpended funds received by the Subcontractor shall be returned to ATCAA within thirty days of the Notice of Termination.

   B. This Agreement is valid and enforceable only if sufficient funds are made available to ATCAA by BCSH and legislative appropriation. In addition, this Agreement is

Subcontractor’s Initials: PLSv.H
SUBCONTRACTOR AGREEMENT  
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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.

3. Transfers

Subcontractor 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 ATCAA and a formal amendment to this Agreement to affect such subcontract or novation.

4. Subcontractor’s Application for Funds

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

Subcontractor 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 Subcontractor’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 ATCAA approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then ATCAA may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

5. Reporting/Audits

A. The Subcontractor shall submit Quarterly reports, first quarterly report due March 15, 2019 and quarterly thereafter; and an annual report to ATCAA on forms provided by ATCAA, by December 15, 2019 and December 15, 2020. If the Subcontractor fails to provide such documentation, ATCAA may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The Subcontractor shall also submit a final report by September 15, 2021.
SUBCONTRACTOR AGREEMENT
EXHIBIT C

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

1. Amount of award with activity(ies).
2. Contract expenditures.
3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
5. Increases in capacity for new and existing programs.
6. The number of unsheltered homeless persons becoming sheltered.
7. The number of homeless persons entering permanent housing.
   (May be reflected using a completed Logic Model)

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

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

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Subcontractor chooses to include them.

The Subcontractor will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between HEAP funding programs and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HEAP funding that the CoC or large city would like to share (optional)

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

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

6. Retention and Inspection of Records

A. The Subcontractor agrees that ATCAA or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Subcontractor agrees to provide ATCAA or its designee, with any relevant information requested. The Subcontractor agrees to permit ATCAA or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.

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

1. 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.

7. Breach and Remedies

A. The following shall each constitute a breach of this Agreement:

1. Subcontractor’s failure to comply with the terms or conditions of this Agreement.
SUBCONTRACTOR AGREEMENT
EXHIBIT C

2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

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

1. Bar the Subcontractor from applying for future HEAP funds;
2. Revoke any other existing HEAP award(s) to the Subcontractor;
3. Require the return of any unexpected HEAP funds disbursed under this Agreement;
4. Require repayment of HEAP funds disburse and expended under this Agreement;
5. Require the immediate return to ATCAA of all funds derived from the use of HEAP funds including, but not limited to, recapture funds and returned funds;
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
7. Seek such other remedies as may be available under this Agreement or any law.

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

D. ATCAA may give written notice to the Subcontractor to cure the breach or violation within a period of not less than 15 days.

8. 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 ATCAA to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Subcontractor 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 ATCAA to enforce these provisions.

9. Nondiscrimination

During the performance of this Agreement, Subcontractor 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
pregnancy disability leave. Subcontractors and its subcontractors shall ensure that the
elevation and treatment of their employees and applicants for employment are free from
such discrimination and harassment. Subcontractor or its 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 12900
(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations,
are incorporated into this Agreement by reference and made a part hereof as if set forth in
full. Subcontractor and its subcontractors shall give written notice of their obligations
under this clause to labor organizations with which they have a collective bargaining or
other agreement.

10. Conflict of Interest

All participants are subject to State and Federal conflict of interest laws. Failure to
comply with these laws, including business and financial disclosure provisions, will
result in the application being rejected and any subsequent contract being declared void.
Other legal action may also be taken. Applicable statutes include, but are not limited to,
Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for
State conflict of interest requirements.

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 Subcontractor: Employees of the Subcontractor 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.

11. Drug-Free Workplace Certification

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

A. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section (8355(a)(1).

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

1. The dangers of drug abuse in the workplace;
2. Subcontractor’s policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance programs; and
4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

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

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

12. Child Support Compliance Act

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

A. The Subcontractor 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 Subcontractor, 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.

13. Special Conditions – Contractors/Subcontractor
The Subcontractor 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 ATCAA prior to disbursement of funds. The Subcontractor shall ensure that all of its subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between ATCAA and Subcontractor and any of its subcontractors shall require the Subcontractor and its subcontractors, if any, to:

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

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

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

Subcontractor 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.
SUBCONTRACTOR AGREEMENT
EXHIBIT C

Subcontractor 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. Subcontractor shall provide copies of permits and approvals to ATCAA upon request.

15. Inspections

A. Subcontractor 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. ATCAA 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. Subcontractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or subcontractor until it is corrected.

16. 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 ATCAA, 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 Subcontractor shall notify ATCAA immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or ATCAA, 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 ATCAA.
SUBCONTRACTOR AGREEMENT
EXHIBIT D

SPECIAL TERMS AND CONDITIONS
Homeless Emergency Aid Program ( HEAP)

1. All proceeds from any interest-bearing account established by the Subcontractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by subcontractors to Subcontractor for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes. At least five (5) percent of these proceeds must be allocated to establishing or expanding services for homeless youth, as defined in HEAP Program documents.

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

3. The Subcontractor agrees to provide ATCAA access to Homeless Management Information System (“HMIS”) data collected and entered into the Subcontractor’s HMIS, upon request, and to participate in any statewide initiative as directed by ATCAA including but not limited to, a statewide data integration environment.

4. The Subcontractor is eligible to submit a shelter-crisis waiver in lieu of providing shelter crisis resolutions for it participating jurisdictions. Participating jurisdictions include the following, and are eligible to receive HEAP funds through the Subcontractor:

<table>
<thead>
<tr>
<th>Mariposa County</th>
<th>Angels Camp</th>
<th>City of Jackson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calaveras</td>
<td>City of Sonora</td>
<td>City of Plymouth</td>
</tr>
<tr>
<td>Amador County</td>
<td>City of Amador</td>
<td>City of Sutter Creek</td>
</tr>
<tr>
<td>Tuolumne County</td>
<td>City of Ione</td>
<td></td>
</tr>
</tbody>
</table>

Contractor’s Initials: [Signature]
Amador Tuolumne Community Action Agency  
ATCAA  
10590 Highway 88, Jackson, CA 95642  
209-223-1485

HOMELESS EMERGENCY AID PROGRAM  
Subcontractor Request for Funds Form (RFF)

<table>
<thead>
<tr>
<th>Contract Number:</th>
<th>ATCAA HEAP-2019-3</th>
<th>Expiration Date:</th>
<th>10/31/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invoice Number:</td>
<td></td>
<td>Contact Person:</td>
<td>Chevon Kothari</td>
</tr>
<tr>
<td>Subcontractor:</td>
<td>Mariposa Housing Solutions</td>
<td>Contact Person Title:</td>
<td>Director</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E-Mail:</td>
<td><a href="mailto:ckothari@mariposahtsc.org">ckothari@mariposahtsc.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone Number:</td>
<td>209-966-2000</td>
</tr>
</tbody>
</table>

HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

This billing is for the period of ________________ to ________________.

<table>
<thead>
<tr>
<th>Proposed</th>
<th>BUDGET BREAKDOWN</th>
<th>Approved</th>
<th>REQUEST</th>
<th>Draw Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services (-Youth Set-Aside)</td>
<td>$ 272,172</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Assistance</td>
<td>$ -0-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Improvements</td>
<td>$ -0-</td>
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<td></td>
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</tr>
<tr>
<td>Homeless Youth Set-Aside</td>
<td>$ 15,120</td>
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<td></td>
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</tr>
<tr>
<td>Administrative Costs</td>
<td>$ 15,120</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Other:</td>
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<tr>
<td>TOTAL</td>
<td>$302,412</td>
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</table>

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 HEAP Subcontractor 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."

Miles Menetrey
MAY 8, 2019
Name of Authorized Person

Signature of Authorized Person
MAY 8, 2019

ATCAA Use Only

ATCAA Authorizing Approval Signature

APPROVED AS TO FORM:

STEWEN W. DAHELE
COUNTY COUNSEL