RESOLUTION - ACTION REQUESTED 2021-204

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency 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 perform scope of work related to Emergency Solutions Grant (ESG); 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 ESG 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.

Funds related to the ESG program are administered by the California Department of Housing Development. ATCAA is a recognized Administrative Entity for ESG, and as a member county, Mariposa will participate in a subcontractor agreement in the amount of $300,000. The Health and Human Services Agency will use funding in the following areas: $150,000 for emergency shelter, $50,000 for street outreach, and $100,000 for rapid rehousing.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved an agreement with ATCAA for Homeless Emergency Aid Program (HEAP) on May 7, 2019 through Resolution No. 2019-235.

Board of Supervisors approved an agreement with ATCAA for California Emergency Solutions and Housing (CESH) program on November 17, 2020 through Resolution No. 2020-672.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Resolution - Action Requested 2021-204

If this Agreement is not approved, Mariposa County will not be able to participate in this program that would provide $300,000 in immediate emergency housing assistance services for the county homeless population.

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

ATTACHMENTS:
ATCAA Subcontractor Agreement - ESG Rd 1 and 2  (PDF)

RESULT:  ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey
Amador Tuolumne Community Action Agency
SUBCONTRACTOR AGREEMENT
Emergency Solutions Grant CV Round 1 and 2
Dept. of Housing and Community Development CA

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

County of Mariposa

The term of this agreement is: 1-1-2021 through 7/30/2022

The maximum amount of this Agreement is: $300,000.00

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

Exhibit A: Authority, Purpose and Scope of Work
Exhibit B: Budget Detail and Payment Provisions
Exhibit C: Scope of Work Detail
Exhibit D: ESG Program Terms and Conditions
Exhibit E: Special Conditions
Exhibit F: Subcontractors Request for Funding Template

TOTAL NUMBER OF PAGES ATTACHED: 26 Pages

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

Subcontractor’s Name: County of Mariposa

Marshall Long, Chair
Board of Supervisors

Attest: Rene LaRoche,
Clerk of the Board

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
Mariposa County Counsel

Date Signed: 4-20-21

Date Signed: 4-20-21
AMADOR TUOLUMNE COMMUNITY ACTION AGENCY

By (Authorized Signature) ___________________________ 3/30/2021 Date Signed

Joseph Bors, Executive Director
Printed Name and Title of Person Signing

10590 Hwy 88, Jackson, CA. 95642
Address
SUBCONTRACTOR AGREEMENT
EXHIBIT A
Authority, Purpose and Scope of Work
Emergency Solutions Grant – CV 2021

1. Authority and Purpose

Pursuant to provisions of 42 USC 11371-42 USC 11378, (Federal Statutes), 24 CRF Part 576, (Federal Regulations), 25 California Code of Regulations (CCR), Section 8400 et seq. (State Regulations) all as shall be amended from time to time. ATCAA receives state funds for ESG from the California Department of Housing Development. In accepting these ESG-CV 2021 funds, Sub-Contractor agrees to comply with the terms and conditions of this Agreement.

Subcontractor Agreement along with all its exhibits ("Agreement") is entered into by Mariposa County Health and Human Services 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.

2. Scope of Work

A. Subcontractor shall perform the Scope of Work (Work) required by 25 CCR Section 8403 and as described herein. Subcontractor shall be responsible for ensuring its Work set forth in Exhibit B, Paragraph 1, of this Agreement. All written materials or alterations to the Work submitted as addenda to the original Agreement are hereby incorporated as part of this Agreement. ATCAA reserves the right to require the Subcontractor to modify any or all parts of the Agreement in order to comply with ESG-CV requirements. ATCAA reserves the right to review and approve all Work to be performed by Subcontractor in relation to this Agreement. Any proposed revision to the Work must be submitted in writing, for review and approval by ATCAA, and may require contract amendment. Any approval shall not be presumed unless such approval is made by ATCAA in writing.

B. Subcontractor shall perform the Work, only in the areas as identified, and in accordance to the approved ESG requirements by 25 CCR Section 8403. According to the Federal ESG requirements, Subcontractor’s service area is identified in this Agreement.

3. Contract Amount of Agreement

Grant Award Amount: $300,000.00

4. Terms of Agreement and Deadlines
A. This Agreement is effective upon approval by ATCAA, which is the date executed by all parties (such date, the “Effective Date”).

B. This Agreement will expire on: 7/30/2022

C. All Program funds shall be expended by: 7/30/2022

D. All Final Funds Requests shall be submitted to ATCAA within 60 days after the expenditure deadline.

E. Reimbursements will be made up until 9/30/2022.

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:

   Denise Cloward, ATCAA Housing Director  
   C/O Fiscal Department  
   Tuolumne, Amador, Calaveras, Mariposa Counties Continuum of Care  
   10590 Hwy 88  
   Jackson, CA. 95642  
   dcloward@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:

   | Subcontractor’s Authorized Representative Name:Title | Bruce Giudici  
   | Address: | Fiscal Officer  
   | Phone: | 10590 Highway 88  
   | Email: | Jackson CA 95642  
   | | 209-223-1485 X 258  
   | | bgiudici@atcaa.org

   Subcontractor’s Initials______
SUBCONTRACTOR AGREEMENT
EXHIBIT B
Budget Detail and Payment Provisions
Emergency Solutions Grant - CV 2021

1. **Budget and Description of Work**

ESG funds shall be used for the following activities, as described under the federal ESG regulations at 24 CRF Part 576, Subpart B and 24 CRF 576.102—Program Components and Eligible Activities:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Shelter (Round 1)</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>Street Outreach</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Rapid-Rehousing</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

Total Grant Award Amount: $300,000.00

Total Grant Award Amount:
Direct Program Costs $272,728.00
Indirect Costs (not to exceed 10%) $27,272.00

(See Exhibit C for additional budget information and Exhibit F for RFF)

(See Exhibit D for Detailed Scope of Work)

2. **General Conditions Prior to Disbursement**

General Requirements – All Subcontractors must submit the following forms prior to ESG-CV 2021 funds being released:

A. Request for Funds Form (RFF)
B. Two original copies of the signed Subcontractor Agreement and initialed Exhibits A through E, and
C. Any other documents, certifications, or evidence requested by ATCAA as part of the ESG-CV 2021 regulations.

3. **Method of Payment**

Payments to Subcontractor shall be made on a reimbursement basis with the exception that a Subcontractor may request an operating advance of 25% of contract or thirty (30) days working capital, whichever is greater. A request for an operating advance must be received by ATCAA within sixty (60) days of the Effective Date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Subcontractor must submit, on forms provided by ATCAA. The Subcontractor shall submit all RFFs to ATCAA as referenced in Exhibit A, section 5, or any other address of
which the Subcontractor has been notified in writing. ATCAA shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Subcontractor shall not receive an operating advance or be reimbursed for expenditures incurred prior to the Effective Date of this Agreement, unless otherwise approved by ATCAA. Reimbursements will not be made after this Agreement expires.

**All quarterly requests for disbursement shall include a detailed expenditure report.** After the first request, ATCAA may rely on the Subcontractor’s certification that expenditures claimed in a request for disbursement are eligible and necessary, provided that the Subcontractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Subcontractor for three (3) years after ATCAA closed its ESG-CV grant. **NOTE:** Record retention is based on ATCAA’s closing date; NOT three (3) years from this Agreement expiration. The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Subcontractor must contact ATCAA for specific record retention date for this Agreement.

Subcontractor shall not receive an advance or be reimbursed for expenditures incurred prior to the Effective Date of this Agreement until all requirements are met. Environmental review compliance shall include compliance with 24 C.R.F. Part 50. Subcontractor shall not be reimbursed for expenditures incurred after the expiration date of this Agreement, as set forth in Exhibit A, section 4.

### 4. **Budget Changes**

After the Effective Date of this Agreement, no changes shall be made to the program budget without prior written approval from ATCAA. Any changes to this Agreement must be made in writing and approved by both ATCAA and Subcontractor. The proposed change/s must be consistent with 25 CCR 8403 and also comply with the requirements in 25 CCR Sections 8408 and 8409.

Subcontractor agrees to notify ATCAA in writing of any line item changes to the budget needed for ATCAA to update the disbursement process. For line item changes representing more than twenty-five (25) percent of the overall project budget, a contract amendment is required.

### 5. **Ineligible Costs**

A. ESG funds shall not be used for costs associated with activities in violation of any law or for any activities referenced as ineligible in 25 CCR 8408. 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 Subcontractor uses ESG funds for the costs of ineligible activities,
B. Subcontractor shall be required to reimburse these funds to ATCAA and shall be prohibited from applying to ATCAA for subsequent ESG funds until ATCAA is fully reimbursed.

C. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to ATCAA. Expenditures for Work, not described in Exhibit A or Paragraph 1 above, shall be deemed authorized only if the performance of such Work is approved in writing by ATCAA prior to the commencement of such Work.

D. ATCAA, at its sole reasonable discretion, shall make the final determination regarding the allowability of expenditures.

6. **Indirect Costs**

Subcontractor may seek reimbursement for indirect costs, but must:

A. Comply with all OMB requirements and standards including 2 CRF 200.403, 200.415, and Part 200 Appendix 4;

B. Certify that any reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by OMB 2 CRF 200.414; and,

C. Maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CRF 200.68 calculations, indirect cost limits and supporting documentation for actual direct cost of billing.

ESG funds awarded to Subcontractor shall be used for the eligible activities set forth in Exhibit B as permitted under the federal ESG regulations at 24 CRF Part 576.

1. **The following additional limitations or requirements shall apply:**

A. A maximum of ten (10) percent of the funds provided under this Agreement may be used for Homeless Management Information System (HMIS) activities N/A

B. ESG funds shall not be used for Renovation, Conversion, or Major Rehabilitation activities pursuant to 24 CRF 576.102. Minor repairs to and ESG-funded Emergency Shelter that do not qualify as Renovation, Conversion or Major Rehabilitation are an eligible use of ESG funds.

C. For rapid rehousing and homelessness prevention activities, no subpopulation targeting will be permitted except if documentation of all the following is provided to ATCAA prior to the award of funds for these activities.
1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,

2) Evidence that there is existing funding in the Continuum of Care Services Area for programs that address the needs of the excluded populations for these activities

D. As set forth in the State of California Department of Housing Development 2019 Annual Action Plan to HUD:

1) Homelessness prevention activities are limited to ten (ten) percent of a funded project; and, N/A

2) An emergency shelter or rapid rehousing project may also contain up to ten (10) percent in homeless prevention or street outreach activities. N/A
ESG Scope of Work Detail for Subcontractor includes Work mentioned Exhibit A, Section 2 and Exhibit B, Section 1 – and additional Work requirements as required by the Central Sierra Continuum of Care (CSCoC) include:

A. Utilize the CSCoC Coordinated Entry System to arrange, coordinate, monitor and deliver services related to meeting the housing needs of program participants;

B. Provide housing relocation and stabilization services to participants in the PROGRAM Rapid Rehousing (RR);

C. Participate fully in the CSCoC HMIS-CES to impute all data on clients served.

D. Keep on going records and files that calculates rental housing assistance needs including monthly rent, security deposits, utility deposits, rent in arrears, and utilities in arrears;

E. Execute a paper-based intake with each household, completing all forms and obtaining all required documentation of income and housing status outlined in the PROGRAM RR packet including habitability inspection and lead base paint inspections;

F. Maintain a Lead Based Paint Certificate at all times;

G. Document and confirm household’s income and housing status, and the legitimacy of the landlord-tenant relationship through verification with the county assessor’s parcel number;

H. Describe in Case Progress Notes a path from current housing instability to permanent housing stability during the course of assistance (Housing Plan);

I. Provide housing search ad placement to assist households in locating and securing appropriate-sized, habitable and affordable rental housing. Additional components may include finding permanent subsidy for participants;

J. Coordinate with ATCAA housing staff to offer their $mart Money classes for financial literacy, credit repair, tenant counseling, landlord-tenant mediation and legal referrals for court proceedings related to housing issues;

K. Provide training to staff to collect data on all PROGRAM Rapid Re Housing, Emergency Shelter, Street Outreach participant household members as required for entry into the HMIS;
L. Provide weekly or monthly progress reports on enrolled clients through the Coordinated Entry CES- Housing Determination Committee (Monday calls);

M. Participate in PROGRAM RR/ESG Task Force meetings; and participate in sub committees regarding rental assistance programs through the CSCoC;

N. By the 15th of each month, data for each household and all program participants shall be entered into the HMIS operated by ATCAA or comparable database

Subcontractor’s Initials _____
SUBCONTRACTOR AGREEMENT
EXHIBIT D
Emergency Solutions Grant – CV 2021
ESG Program Terms and Conditions

It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

1. 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 the State of California Department of Housing Development and legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State 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. Compliance with Agreement

The Subcontractor shall not enter into any Agreement, written or oral, without the prior determination by ATCAA of the Subcontractor’s eligibility. The Agreement between ATCAA and Subcontractor shall require the Subcontractor to:

A. Perform the Work in accordance with Federal, State and local housing and building codes, as applicable;

B. In addition to the requirements of this Exhibit, all Subcontractors must comply with the provisions of the California Labor Code, as applicable;

C. Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 11;

D. Maintain at least a minimum State-required worker’s compensation insurance for those employees who will perform the Work or any part of it;
E. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by ATCAA, which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subcontractor in performing the Work or any part of it;

3. Reporting/Audits

The Subcontractor shall submit Quarterly reports, first quarterly report due April 25, 2021 and quarterly thereafter and an annual report to ATCAA on forms provided by ATCAA, by January 31, 2022 and July 30, 2022. 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 7/30/2022. All information and data entries on all programs must be entered by these dates to ensure Administrative Entity can upload projects into Sage as mandated by State. Quarterly expenditures must also be submitted on Detailed Expenditure Report Forms, and must match Request for Funds.

A. 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
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.

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.

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

1) Progress made toward local homelessness goals.
2) The alignment between ESG-CV funding programs and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
3) Any other effects from ESG-CV funding that the CSCoC 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. ESG-CV 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.

4. Core Practices
   A. All ESG-funded activities shall operate in a manner consistent with the requirements of 25 CCR 8409, including but not limited to use of homelessness coordinated entry system, housing first practices, and progressive engagement practices.

   B. Subcontractor shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.

   C. Subcontractor will establish and implement to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

   D. The Subcontractor will develop and implement procedures to ensure the confidentiality of the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.

   E. If ESG funds are used for shelter operations or essential services related to the street outreach or emergency shelter, the Subcontractor will ensure they will provide services or shelter to homeless individuals and families are for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as they serve the same type of persons (e.g., families with children,
unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.

F. The Subcontractor will ensure they will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision and other services essential for achieving independent living) and other federal, state, local and private assistance available for such individuals.

G. To the maximum extents practical, the Subcontractor will involve through employment, volunteer services, or otherwise; homeless individuals and families in constructing, renovating, maintaining and operating facilities assisted under ESG program and in providing services for occupants of facilities assisted by ESG.

5. Shelter and Housing Standards

Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 578-403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

If rapid rehousing or homeless prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

E-CV (Round 2) funding amounts provided under the CARES Act may be used to provide temporary emergency shelters (through leasing of existing property, temporary structures, or other means) to prevent, prepare for and respond to coronavirus, and that such temporary emergency shelters shall not be subject to the minimum periods of use as required by section 416(c)(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11357(c)(1)). Federal habitability and environmental review standards and requirements shall not apply to the use of such ESG-CV (Round 2) funding amounts for those temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to coronavirus.

6. Inspections

A. 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.

B. ATCAA and Subcontractor agree that all Work that is determined based on such inspections not to conform to the applicable requirements must be corrected and ATCAA will withhold payments to the Subcontractor until it is corrected.
7. **Monitoring Grant Activities**

   A. ATCAA shall monitor the activities selected and awarded to Subcontractor to ensure compliance with Federal and ESG requirements. An onsite monitoring visit of Subcontractor projects shall occur whenever determined necessary by ATCAA, but at least once during the grant period.

   B. ATCAA will monitor the performance of Subcontractor based on a risk assessment and according to the terms of this Agreement.

   C. ATCAA will monitor the performance of Subcontractor based on the performance measures used by HUD and ESG or the CSCoC program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas, ATCAA will work collaboratively with the Subcontractor to develop performance improvement plans which will be incorporated into this Standard Agreement and other agreements required under 25 CCR Section 8403.

   D. If it is determined that Subcontractor falsified any certification, application, information, financial, or contract report, Subcontractor shall be required to reimburse the full amount of the ESG award to ATCAA, and may be prohibited from any further participation in the ESG program. ATCAA may also impose any other actions permitted under 24 CFR 576.501 (c).

8. **Compliance with Federal and State Laws and Regulations**

   A. Subcontractor shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this part.

   B. Subcontractor agrees to comply with all federal laws and regulations applicable to the ESG Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. Subcontractor agrees to comply with all federal and state laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Subcontractor and the Work. This includes but is not limited to complying with all relevant sections of 2 CFR Part 200.

9. **Procurement of Goods and Services**

   Prior to the drawdown of ESG funds for the Subcontractor’s purchase of goods or services, Subcontractor shall comply with the Procurement Standards contained in 2 CFR 200. Subcontractor, when procuring goods with ESG funds, must provide ATCAA with evidence of compliance with these requirements, as applicable.
10. **Procurement of Recovered Materials**

Subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceed $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **Equal Opportunity Requirements and Responsibilities**

A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.

B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

C. **Civil Rights Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.

D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.

F. **The Housing for Older Person Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is 55 years of age or older living...
in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.

G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodations, be afforded equal employment opportunity in all phases of employment.

J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probably cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state and local governments under the Civic Rights Act of 1964.
M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.

O. **The Vietnam Era Veteran’s Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

P. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

12. **The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance (Section 3)**

The Subcontractor will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing 24 CFR, Part 135. The responsibilities of the Subcontractor are outlined in 24 CFR Part 135.32 as follows:

A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.

B. Document actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.

13. **Affirmative Outreach**

A. Subcontractor must make known that the use of facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Subcontractor intends to use to make know the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age,
national origin, familial status, or disability, who may qualify for those facilities, assistance, and services, the Subcontractor must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

B. Subcontractor must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

14. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). Subcontractor assumes responsibility to fully comply with CEQA’s requirements regarding the Work. In addition, Subcontractor shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

The Subcontractor shall supply all available, relevant information necessary for ATCAA to perform for each property any environmental review as required under 24 CFR Part 50. The Subcontractor shall also carry out mitigating measures required by ATCAA or select an alternate eligible property.

15. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

16. Lead-Based Paint Hazards

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home, they can feel safe in.

VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking regardless of sex, gender identity or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD’s public housing program and HUD’s tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.

During the performance of this Agreement, the Subcontractor assures that:

A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.

B. It will implement an ‘emergency transfer plan’, with allows the domestic violence survivors to move to another safe and available unit if they fear for their life and safety.

C. It will provide “Protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

D. It will implement a ‘Low-barrier certification process’ where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

18. Liability Insurance

Unless otherwise approved in writing Subcontractor shall have a minimum in full force and effect during the terms of this Agreement liability insurance in an amount of not less than $1,000,000 per occurrence with ATCAA names as an additional insured. Prior to draw down of funds, Subcontractor shall provide a valid certificate of insurance to ATCAA for review and approval.

19. 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.
2. Use of or permitting the use of, ESG 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 EGS funds;
   2. Revoke any other existing ESG award(s) to the Subcontractor;
   3. Require the return of any unexpected ESG funds disbursed under this Agreement;
   4. Require repayment of ESG funds disburse and expended under this Agreement;
   5. Require the immediate return to ATCAA of all funds derived from the use of EGS 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 ESG 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.

20. Faith-Based Activities

Pursuant to Section 8406 (b) (2) of the State regulations, Subcontractor shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite. Subcontractor shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

21. 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.

22. Child Support Compliance Act
   For any Contract 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.

23. Interest of Members, Officers or Employees of Subcontractor, Members of Local Governing Body

   Pursuant to 24 CFR 675.404, in addition to the conflict-of-interest requirements in OMB Circulars A-102 and A-110, no person:

   A. Who is an employee, agent, consultant, officer or elected as appointed official of the Subcontractor (or of any designated public agency); and

   B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,

   C. Who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity or have an interest in any contract with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR §570.611 (d) and (e).
24. Anti-Lobbying Certification

The Subcontractor shall certify and disclose accordingly regarding anti-lobbying. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure.

A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. In any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

25. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of ATCAA to enforce the provisions of this Agreement or required performance by the Subcontractor of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of ATCAA to enforce these provisions.

26. Limitations

A. If any provision of this Agreement, or any underlying obligation, is held invalid by 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. Subcontractor shall notify ATCAA immediately of any claim or action undertaking by or against it, which affects or may affect this Agreement of ATCAA and shall take such action with respect to the claim or action as is considered with the terms of this Agreement and the interests of ATCAA

27. Sanctions
ATCAA may impose sanctions, as well as any other remedies available to it under law, on the Subcontractor, for failure to abide by any State and Federal laws and regulations applicable to the ESG Program. Such sanctions include:

A. Conditioning a future grant on compliance with specific laws or regulations;

B. Directing Subcontractor to stop incurring costs under the current grant;

C. Requiring that some or the entire grant amount is remitted to ATCAA;

D. Reducing or disencumbering some or all of the amount of funds Subcontractor would otherwise be entitled to receive;

E. Electing not to award future grant funds to Subcontractor, unless and until appropriate actions are taken by Subcontractor to ensure compliance; and/or,

F. Taking any other actions permitted pursuant to 24 CFR 576.501.

28. Duplication of Benefits A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the Department’s responsibility to ensure that each ESG-CV (Round 2) activity provides assistance only to the extent that the recipient’s project’s funding need(s) has not been met by another funding source. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any “person, business concern, or other entity” for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary. Applicants will be required to complete DOB documentation with application. Recipients will be required to continue to report on DOB during the expenditure period for the ESG-CV (Round 2) funds.

Subcontractor’s Initials _____
These Special Conditions are specific to this Standard Agreement.

1. HMIS Project set up forms must be submitted to CA-526 HMIS Manager before delivery of any services.
2. Complete training with Administrative Entity on Detailed Expenditure Reports and HMIS reporting timelines required.

Subcontractor’s Initials_____
## SUBCONTRACTOR AGREEMENT

**EXHIBIT F**

Amador Tuolumne Community Action Agency  
ATCAA  
10590 Highway 88, Jackson, CA 95642  
209-223-1485

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**EMERGENCY SOLUTIONS GRANT CV 2021**  
Subcontractor Request for Funds Form (RFF)

<table>
<thead>
<tr>
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This billing is for the period of ___________ to ___________.

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**EMERGENCY SHELTER**
- Essential Services
- Shelter Operations
- Vouchers, Room Key
- Temp Vouchers

**HOMELESS PREVENTION**
- Housing Relocation & Stabilization Services
- Financial Assistance
- Short/Medium Term Rental

**RAPID RE-HOUSING**
- Housing Relocation & Stabilization Services
- Financial Assistance
- Short/Medium Term Rental

**STREET OUTREACH**
- Essential Services

**HMIS**
- Staffing, Hardware, Equipment & Software Costs, Training and Overhead

**ADMINISTRATIVE COSTS**

**TOTAL**

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**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."

Name of Authorized Person: ___________________________  
Signature of Authorized Person: ______________________

Date: ___________________________  
Date: ___________________________

ATCAA Use Only

ATCAA Authorizing Approval Signature: ___________________________  
Date: ___________________________