Subject: Approval of contracts related to Homeless Emergency Aid Program (HEAP) Funding

Department: Employment and Social Services

Contact: Shelby Boston

Phone: 530.538.7891

Meeting Date Requested: May 21, 2019

Regular Agenda □ Consent Agenda ✓

Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background as necessary).

The Butte Countywide Continuum of Care (CoC) has awarded HEAP funding to address the homelessness crisis in Butte County. The projects were selected and approved by the CoC Council on March 18, 2019. The awarded contracts are as follows:
1) Youth for Change, Duplex-Chico Housing - $309,000
2) Youth for Change, Transitional Age Youth Apartments - $60,600
3) Ampla Health, Healthcare Outreach - $971,716
4) Caminar, Base Camp Village I at Paula Court - $790,092
5) Caminar, Base Camp Village II at Nelson Avenue - $790,092
6) Chico Housing Action Team, Rental Assistance - $455,043
7) Community Action Agency, Homeless Prevention Services - $212,831
8) Community Action Agency, Esplanade House Housing Voucher - $277,704
9) Chico Community Shelter Partnership, Day Services - $377,268

The CoC has sole discretion over how HEAP funding is spent and who receives the funding. The Department of Employment and Social Services serves as the Administrative Entity for the CoC and will be monitoring the contracts and distributing the funding based on the CoC Council's recommendation and the terms set forth by the State of California.

Fiscal Impact:

Funding for these contracts is provided through State funds. There is no impact to the General Fund.

Personnel Impact:

Does not apply.

Action Requested:

Approve contracts (9) and authorize the Chair to sign.

Administrative Office Review: Sang Kim, Deputy Chief Administrative Officer
May 21, 2019

To: Butte County Board of Supervisors

From: Butte County Department of Employment and Social Services

Re: Staff Report for Homeless Emergency Aid Program (HEAP) Contracts

In December 2018, the Butte Countywide Continuum of Care (CoC) was awarded a HEAP grant for $4,889,944.74. HEAP is a block grant program designed to provide direct assistance to cities, counties, and CoC’s to address the homelessness crisis throughout California. The CoC has sole discretion over who receives HEAP grant funding and what types of programs or services will be provided with the grant money.

The CoC designated Butte County Department of Employment and Social Services (DESS) to serve as the Administrative Entity (AE). The AE is responsible for administering and monitoring the program funds based on the CoC Council’s recommendations.

Eligible fund uses under the grant include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

Through the competitive solicitation process, the CoC selected to fund the following nine programs ($450,000 is yet to be determined):

<table>
<thead>
<tr>
<th>Agency</th>
<th>Service/Program</th>
<th>Award Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth For Change</td>
<td>Duplex – Housing (Youth Set-Aside)</td>
<td>$309,000.00</td>
<td>Supportive housing for homeless youth between 18-24 years.</td>
</tr>
<tr>
<td>Youth For Change</td>
<td>Apartments - Housing (Youth Set-Aside)</td>
<td>$60,600.00</td>
<td>Supportive housing for homeless youth between 18-24 years.</td>
</tr>
<tr>
<td>Ampla Health</td>
<td>Healthcare Outreach – Mobile Medical Unit (Services)</td>
<td>$971,716.32</td>
<td>Mobile healthcare services for homeless individuals.</td>
</tr>
<tr>
<td>Caminar</td>
<td>Base Camp Village 1 at Paula Court (Capital Improvement)</td>
<td>$790,092.00</td>
<td>Permanent supportive housing for homeless individuals with mental illness.</td>
</tr>
<tr>
<td>Caminar</td>
<td>Base Camp Village II at Nelson Avenue (Capital Improvement)</td>
<td>$790,092.00</td>
<td>Permanent supportive housing for homeless individuals with mental illness.</td>
</tr>
<tr>
<td>Organization</td>
<td>Program Description</td>
<td>Award Amount (USD)</td>
<td></td>
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<tr>
<td>-------------------------------------</td>
<td>-----------------------------------------</td>
<td>--------------------</td>
<td></td>
</tr>
<tr>
<td>Chico Housing Action Team</td>
<td>Rental Assistance (Rental Assistance)</td>
<td>$455,043.58</td>
<td></td>
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<tr>
<td></td>
<td>Supportive housing for homeless families.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Action Agency</td>
<td>Prevention Services (Services)</td>
<td>$212,831.00</td>
<td></td>
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<tr>
<td></td>
<td>Rental assistance and services to prevent households at imminent risk of homelessness from being evicted from their homes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Action Agency</td>
<td>Housing Voucher (Rental Assistance)</td>
<td>$277,704.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rental assistance for homeless families.</td>
<td></td>
<td></td>
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<tr>
<td>Chico Community Shelter Partnership</td>
<td>Day Center Services (Services)</td>
<td>$377,268.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Day shelter for homeless individuals and families.</td>
<td></td>
<td></td>
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<tr>
<td>Undetermined</td>
<td></td>
<td>$450,000.00</td>
<td></td>
</tr>
<tr>
<td>Total Awarded Amount (Sub-contractors for HEAP Services)</td>
<td></td>
<td>$4,694,347.00</td>
<td></td>
</tr>
<tr>
<td>4% Administrative Fee (Administrative Entity)</td>
<td></td>
<td>$195,597.74</td>
<td></td>
</tr>
<tr>
<td>Total HEAP Funded Amount</td>
<td></td>
<td>$4,889,944.74</td>
<td></td>
</tr>
</tbody>
</table>

![Pie Chart](image.png)
Ampla Health - HEAP
Homeless Healthcare Outreach (Services)

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as “County”, and the Contractor indicated in the variable information table below, hereinafter referred to as “Contractor.”

VARIABLE INFORMATION TABLE

<table>
<thead>
<tr>
<th>Term of This Contract (Complete Dates in Just One of the Following Three Rows)</th>
<th>Term Begins</th>
<th>Term Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>√ On Following Date</td>
<td>05/21/2019</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Calendar Days Following Receipt of Notice to Proceed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Calendar Days Following Execution of Contract by County</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County Department</th>
<th>DESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOB Point</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Terms</th>
<th>Basis of Price (Do Not √ More Than One of the Following Four Blocks)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fixed Price</td>
</tr>
<tr>
<td></td>
<td>Annual Price</td>
</tr>
<tr>
<td></td>
<td>Monthly Price</td>
</tr>
<tr>
<td></td>
<td>Hourly Rate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Price</th>
<th>Not-to-Exceed Price</th>
<th>$971,716.32</th>
</tr>
</thead>
<tbody>
<tr>
<td>√ if Reasonable Expenses are authorized in addition to Hourly Rate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor Contact Information

Contractor | Ampla Health |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>935 Market Street</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
<td>Yuba City, CA 95991</td>
</tr>
<tr>
<td>Telephone</td>
<td>(530) 674-4261</td>
</tr>
<tr>
<td>Facsimile or Email</td>
<td><a href="mailto:jfleming@amplahealth.org">jfleming@amplahealth.org</a></td>
</tr>
</tbody>
</table>

Contractor Contact Information

Project Manager | Staci Parisi |
| Address | P.O. Box 1649 |
| City, State & ZIP | Oroville, CA 95965 |
| Telephone | (530) 538-3737 |
| Facsimile or Email | sparisi@buttecounty.net |

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions
Attachment II – Standard Insurance Requirements
Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Typed or Printed Name __________________________ Signature __________________________ Date ________________

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

______________________________
Steve Lambert, Chair
Butte County Board of Supervisors

Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

By __________________________ Date ________________

CONTRACTOR

______________________________
Benjamin Flores, President/CEO
Ampla Health

Date

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By __________________________ Date ________________
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a 14 day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.

10. **Contractor’s Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Contract until such time that the amendment is entered into.
ATTACHMENT II
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO’s Commercial Automobile Liability coverage form CA 00 01.
   1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
   2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage may be provided in lieu of Commercial Automobile Liability Insurance.

3) Workers’ Compensation Insurance: As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.
ATTACHMENT III
SCOPE OF WORK

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 of California established the Homeless Emergency Aid Program (“HEAP”). HEAP is administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (Agency). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to address the immediate homeless challenges.

As a subcontractor of Butte County (County) administering services with HEAP funds, Ampla Health (Contractor) shall comply with, and be subject to, all terms and conditions of the contract between the County and Agency, mentioned by this reference only, that are applicable to this contract. Contractor shall have the right to obtain a copy of the contract between the County and Agency at any time.

Purpose:

The general purpose of this contract is to provide 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 Butte County. Eligible uses, which include, but are not limited to, one or more of the following:

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

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

CONTRACTOR RESPONSIBILITY

The Contractor will provide focused primary healthcare services to the homeless population in Butte County through the use of a Mobile Medical Unit (MMU) staffed and operated by trained medical professionals.

Target participants will be homeless individuals located in Butte County per the U.S. Department of Housing and Urban Development (HUD) definition, living in a place not meant for habitation or residing in an emergency shelter. Those that express imminent risk of homelessness will also be considered for services. The participants will not be required to meet any other criteria.

All target population individuals will receive primary healthcare services unless they exhibit threatening behavior to medical staff.

The MMU will:

1) Be in operation Monday through Friday 8:00 a.m. – 5:00 p.m. Weekend and evening hours will be considered based on high need and state or federal declared emergencies.
2) Operate at locations where the homeless frequent or reside such as shelters, social service agencies, soup kitchens, and neighborhood parks within Butte County.
3) Serve all household types, including families with children, seniors (60+ years), single males and females, and youth under 18 years.
4) Serve all populations, including Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ), people with mental illness, disabilities, and drug or alcohol addictions, and veterans.
The Contractor will:

1) Provide primary healthcare services for all Butte County homeless individuals, prioritized by medical urgency, Butte County location priorities, and on a first come, first served basis.
2) Serve approximately 750 homeless patients with 1,500 encounters annually.
3) Allocate the following fulltime staff to the MMU Monday through Friday from 8:00 a.m. through 5:00 p.m.:
   A. 1 Full Time Equivalent (FTE) Medical Doctor: Shall be fully licensed and credentialed in California with either experience or an expressed interest in working with the target population.
   B. 1 FTE Licensed Vocational Nurse (LVN): Shall possess a high school diploma and successfully passed an LVN licensing exam.
   C. 1 FTE Medical Assistant: Shall possess a high school diploma, California Medical Assistant Certification, and/or satisfactorily demonstrate meeting the Medical Board of California’s training criteria.
   D. 1 FTE Driver/Visit Coordinator: Shall be appropriately licensed and experienced in driving and setting up the MMU or similarly sized vehicles, and experienced in coordinating participant visits.
   E. 1 FTE Scribe: Shall possess a high school diploma, medical training or terminology familiarity, and possess excellent computer and typing skills.
4) Provide an Outreach and Enrollment Specialist to assist in healthcare insurance signups and work with additional agencies and organizations to leverage available programs and resources.
5) Provide case management services including but not limited to: processing referrals to specialists; updating the patient’s Electronic Health Record; tracking pending referrals; updating the patient portal and/or phone calls to schedule follow up appointments; connecting patients to a primary care clinician for follow up on recommendations by specialists.
6) Monitor monthly duplicated participants, encounters and insurance reimbursements to evaluate the level and type of services.
7) Conduct quarterly patient surveys to determine satisfaction with the type and scope of healthcare services being provided.

**Contractor Milestones:**

1) Effective Date, Commencement of Work and Completion Dates:
   A. This Contract is effective May 21, 2019, which is indicated in the variable information table on page one of the contract.
   B. Contractor must contractually obligate no less than 50 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 the County who will then return the funds to the Agency to be reverted to the General Fund. “Obligate” means that the Contractor 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. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in the Scope of Work and that the Scope of Work will be provided for the full term of this Contract.

**Meetings:**

Contractor shall schedule quarterly meetings with the County Project Manager to provide status updates on the Program. Meetings shall include written information addressing the reporting referenced in Contractor Reports.
County Project Manager:

The County’s Project Manager for this Contract is listed below. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this contract shall be mailed by first class mail to the following address:

Project Manager: Staci Parisi, Administrative Analyst Senior
Address: P.O. Box 1649, Oroville, CA 95965
Phone: (530) 538-3737
Email: sparisi@buttecounty.net

Contractor Reports:

1) Reporting/Audits:
   A. Contractor shall submit an annual report to the County on forms provided by the County by a date to be specified by the County. If the Contractor fails to provide such documentation, the County may disencumber any portion of the amount authorized by this Contract with a 14-day written notification. The Contractor shall also submit a final report to the County after the end of the grant term by a date to be specified by the County.

   B. Each annual report shall contain detailed information reporting on the following:
      2. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
      3. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
      4. Increases in capacity for new and existing programs.
      5. The number of unsheltered homeless persons becoming sheltered.
      6. The number of homeless persons entering permanent housing.

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 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 the County’s Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them. The Contractor must also comment on the following:

   1. Progress made toward local homelessness goals.
   2. The alignment between HEAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
   3. Any other effects from HEAP funding that the Contractor deems notable or identifies as contributing to the County’s overall effort to end homelessness.

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

Other Contractor Requirements:

1) Retention and Inspection of Records:
   A. The Contractor agrees that the County or its designee and/or the Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to provide the County or its designee and/or the Agency or its designee, with any relevant information requested. The Contractor agrees to permit the County or its designee and/or the Agency 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 Contract.
   B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of the County's Agreement with the Agency.
      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.

2) Breach and Remedies:
   A. The following shall each constitute a breach of this Contract:
      1. Contractor's failure to comply with the terms or conditions of this Contract.
      2. Use of, or permitting the use of, HEAP funds provided under this Contract for any ineligible activities.
      3. Any failure to comply with the deadlines set forth in this Contract.
   B. In addition to any other remedies that may be available to the County in law or equity for breach of this Contract, the County may:
      1. Bar the Contractor from applying for future HEAP funds;
      2. Revoke any other existing HEAP award(s) to the Contractor;
      3. Require the return of any unexpended HEAP funds disbursed under this Contract;
      4. Require repayment of HEAP funds disbursed and expended under this Contract;
      5. Require the immediate return to the County of all funds derived from the use of HEAP funds including, but not limited to recapturing 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 Contract or any law.
      8. All remedies available to the County are cumulative and not exclusive.
      9. The County may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.
3) Nondiscrimination:
During the performance of this Contract, Contractor 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. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor 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.

4) 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 received 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 State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor 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.

5) Drug-Free Workplace Certification:
Certification of Compliance: By signing this Contract, Contractor, 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. Contractor’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 Contract:
1. Will receive a copy of Contractor’s drug-free policy statement, and
2. Will agree to abide by terms of Contractor’s condition of employment or subcontract.

6) Child Support Compliance Act:
For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The Contractor 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 Contractor, 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.

7) Special Conditions – Contractors/Subcontractor:
The Contractor agrees to comply with all conditions of this Contract including the Special Conditions set forth in section titled “Special Terms and Conditions – HEAP” below. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Contract and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Contract.

A. The Contract between the Contractor and any Subcontractor shall require the Contractor 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 Contractor or any Subcontractor in performing the Work or any part of it.
4. Agree to include all the terms of this Contract in each subcontract.

8) Compliance with State and Federal Laws. Rules. Guidelines and Regulations:
The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to the 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 Contractor, its Subcontractors, and all eligible activities.
Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting and such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to County and/or Agency upon request.

9) Inspections:

A. County and/or Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Contract.

B. The County reserves the right 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 Contractor until it is corrected.

10) Litigation:

A. If any provision of this Contract, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Contract and the remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed severable.

B. The Contractor shall notify County and Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Contract, the County, or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Contract and the interests of the County and Agency.

11) Special Terms and Conditions – HEAP:

A. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities.

B. 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).

**Contractor Compensation:**

Contractor shall adhere to the following budget. The County reserves the right, and the Contractor agrees, to extinguish and replace this budget via written amendment if funding is modified or reduced.

**Budget Detail:**

Consistent with the application submitted by the Contractor the funds shall be dispersed following eligible activities:

A. Services*: $ 961,999.16
B. Rental Assistance or Subsidies: $ 0.00
C. Capital Improvements: $ 0.00
D. Homeless Youth Set-Aside: $ 0.00
E. Administrative Costs: $ 9,717.16
F. Other: $ 0.00
Total: $ 971,716.32
## Section A Budget Detail*

<table>
<thead>
<tr>
<th>Personnel Services:</th>
<th>HEAP Amount</th>
</tr>
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<tbody>
<tr>
<td>Salaries</td>
<td>$537,250.00</td>
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<tr>
<td>Fringe Benefits</td>
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<td>Other Employee Benefits</td>
<td>$158,161.50</td>
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<tr>
<td><strong>Subtotal - Personnel Services</strong></td>
<td><strong>$695,411.50</strong></td>
</tr>
<tr>
<td>Supplies:</td>
<td></td>
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<tr>
<td>Office Supplies</td>
<td>$0.00</td>
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<tr>
<td>Operating Supplies</td>
<td>$50,000.00</td>
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<tr>
<td>Repairs &amp; Maintenance Supplies</td>
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<td><strong>Subtotal – Supplies</strong></td>
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### Other Services & Charges:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expert &amp; Consultant Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contractual Employment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Data Processing</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Professional Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone</td>
<td>$0.00</td>
</tr>
<tr>
<td>Postage</td>
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<tr>
<td>MMU Expense, Gas</td>
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<tr>
<td>Automobile Expense</td>
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</tr>
<tr>
<td>Convention &amp; Travel</td>
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</tr>
<tr>
<td>Advertising</td>
<td>$0.00</td>
</tr>
<tr>
<td>Printing &amp; Duplicating</td>
<td>$0.00</td>
</tr>
<tr>
<td>Insurance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Utility Services</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
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<tr>
<td>Rentals – Buildings</td>
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<tr>
<td>Rentals – Equipment</td>
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<tr>
<td>Education Expense</td>
<td>$0.00</td>
</tr>
<tr>
<td>MMU Purchase</td>
<td>$350,000.00</td>
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<tr>
<td>Capital Purchase</td>
<td>$0.00</td>
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<tr>
<td>Other Miscellaneous Expenses</td>
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<tr>
<td>Centricity License, 2 years</td>
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<td>Software, MD Credential, Cell Phone</td>
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<td>Other: Insurance Reimbursements</td>
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<tr>
<td><strong>Subtotal – Other Services &amp; Charges</strong></td>
<td><strong>$216,587.66</strong></td>
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<tr>
<td><strong>Total Expenditures Services</strong></td>
<td><strong>$961,999.16</strong></td>
</tr>
</tbody>
</table>

Line items may be shifted within budget sub sections only (sub sections are: Personnel; Supplies; and Other Services & Charges). Line item shifts exceeding 10% of the contract maximum will require a written amendment to this agreement.

No increases shall be made to Administrative Costs.

HEAP funds for Personnel Services shall be reimbursed monthly based on actual payroll costs incurred during the previous month. Maximum amount payable for Personnel Services shall not exceed $695,411.50 over the term of this agreement.

The County shall make payments to the Contractor upon receipt of an approved Butte County General Claim form (mentioned here by reference only), submitted monthly for services provided during the preceding month. The claim form shall be accompanied by invoices for actual costs with complete back-up documentation showing all expenditures being claimed. Reimbursement shall be made after invoice is received, reviewed and approved by the County Project Manager.
Completed claim forms shall be sent to the County Project Manager at the address indicated on page one of this Agreement in the variable information table.

Budget Changes:
After the effective date of this Contract, the Contractor agrees that no changes shall be made to the Contractor’s HEAP budget without first obtaining approval from the County. Any changes to this contract must be requested by the Contractor in writing through submission of a Change Request Form to County. Changes will be approved by the County as a written amendment.

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 Grant and the eligible uses identified in Health and Safety Code Section 50214.

The County 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 contract. If HEAP funds are used to pay for ineligible activities, the Contractor shall be required to reimburse these funds to the county.

A. An expenditure which is not authorized by this contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the County by the Contractor.

B. Expenditures for activities not described within the Budget Detail above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are approved in writing by amendment by the County prior to the expenditure of funds for those activities.

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

Contractor’s Application for Funds:
Contractor has submitted to the County 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). The County is entering into this Contract on the basis of, and in substantial reliance upon, Contractor’s facts, information, assertions and representations contained in the application, and in any subsequent modifications or additions thereto approved by the County.

Contractor warrants that all information, facts, assertion and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor’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 the County’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Contract, then the County may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

COUNTY RESPONSIBILITY

1) Attend quarterly site visit meetings.
2) Monitor the Contractor’s performance in meeting Scope of Work requirements.
3) Collect and submit Reporting Requirements as the acting Administrative Entity.
4) Compensate the Contractor according to contractual agreement.
This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as “County”, and the Contractor indicated in the variable information table below, hereinafter referred to as “Contractor.”

VARIABLE INFORMATION TABLE

| Term of This Contract (Complete Dates in Just One of the Following Three Rows) |
|-----------------------------|---------------|---------------|
| √ Below                    | Term Begins   | Term Completion Date |
| □ Upon Date Notice to Proceed Received | Calendar Days Following Receipt of Notice to Proceed |
| □ Upon Last Date Executed by County | Calendar Days Following Execution of Contract by County |

<table>
<thead>
<tr>
<th>COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Lambert</td>
</tr>
<tr>
<td>Chair, Butte County Board of Supervisors</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas Tenorio, CEO</td>
</tr>
<tr>
<td>Community Action Agency of Butte County, Inc.</td>
</tr>
</tbody>
</table>

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions
Attachment II – Standard Insurance Requirements
Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Typed or Printed Name       Signature       Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY            CONTRACTOR

Steve Lambert       Thomas Tenorio, CEO
Chair, Butte County Board of Supervisors Community Action Agency of Butte County, Inc.

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a 14 day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor’s Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Contract until such time that the amendment is entered into.
ATTACHMENT II
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO’s Commercial Automobile Liability coverage form CA 00 01.
   1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
   2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage may be provided in lieu of Commercial Automobile Liability Insurance.

3) Workers’ Compensation Insurance: As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.
ATTACHMENT III
SCOPE OF WORK

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 of California established the Homeless Emergency Aid Program (“HEAP”). HEAP is administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (Agency). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to address the immediate homeless challenges.

As a subcontractor of Butte County (County) administering services with HEAP funds, Community Action Agency of Butte County, Inc. (Contractor) shall comply with, and be subject to, all terms and conditions of the contract between the County and Agency, mentioned by this reference only, that are applicable to this contract. Contractor shall have the right to obtain a copy of the contract between the County and Agency at any time.

Purpose:

The general purpose of this contract is to provide 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 Butte County. Eligible uses, which include, but are not limited to, one or more of the following:

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

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

CONTRACTOR RESPONSIBILITY

Contractor shall provide an eviction prevention program to prevent households at imminent risk of homelessness from entering the homeless population and experiencing the trauma and costs associated with being homeless.

The following household types/specific populations are eligible for this program:

- Families with children
- Seniors (60+ years)
- Single males and females
- Transitional age youth (18-24 years)
- Veterans and/or their families
- Domestic Violence – fleeing/victims/Survivors
- Medically fragile persons
- People living with mental illness

Qualifications for the program are imminent risk of homelessness and income less than 30% of the Area Median Income (AMI). Imminent risk of homelessness will be verified by a pay or quit notice or eviction notice.

The Contractor will serve approximately 52 households per year, which may account for up to 156 individuals, through this program.
Referrals for eviction prevention services will be taken from Butte 211 and other social service agencies, as well as direct inquiries from people at risk of homelessness. Households will be prioritized in keeping with the Continuum of Care priorities. Households with a reasonably viable plan to maintain their housing after assistance will receive priority over a household unwilling or unable to pay the rent after assistance. Contractor will provide financial assistance to participants of the program in the means of rental assistance, arrears payment for rent or utilities, and flexible funds to reduce barriers to obtain/maintain housing.

Contractor will provide supportive services to participants of the program including but not limited to landlord mediation, case management, Good Tenant Course, and referral services. Case management to be offered and encouraged, but not required for the program.

Upon intake, Contractor shall assess each participant’s circumstances and develop an Individual Service Plan in collaboration with the client. The case manager will present the benefits and options available to the participant through case management. If the participant refuses to avail themselves of case management, the service will be re-offered at regular intervals for the duration of their enrollment.

Contractor will determine the amount of initial financial assistance by the amount owed to the landlord. After an Individual Service Plan is developed with the participant, additional short term rental assistance may be needed to bridge an upcoming change in circumstances. Contractor will review assistance monthly during case conferencing between the case manager and project coordinator. Participants will have input at the case conference via their case manager. At the case conference, Contractor will evaluate the participant’s ongoing needs, their desire for services, and their progress on the Individual Service Plan. Contractor will then decide to continue support, taper support, or end support.

Contractor will provide the County with quarterly reports showing the program’s activities, and semi-annual reports showing the program’s outcomes. The outcome goal of the program is for households to successfully maintain their housing for at least one year after exiting the program.

Contractor will survey participants and landlords at the close of service. A Continuous Improvement Model will be used to respond to survey results. Contractor will collect and maintain program data via the Homeless Management Information System (HMIS).

Contractor will employ 1.0 Full Time Equivalent (FTE) Project Coordinator and 0.5 FTE Case Manager positions to operate this program.

**Contractor Milestones:**

1) **Effective Date, Commencement of Work and Completion Dates:**

   A. This Contract is effective May 21, 2019, which is indicated in the variable information table on page one of the contract.

   B. Contractor must contractually obligate no less than 50 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 the County who will then return the funds to the Agency to be reverted to the General Fund. “Obligate” means that the Contractor 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. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in the Scope of Work and that the Scope of Work will be provided for the full term of this Contract.
Meetings:

Contractor shall schedule quarterly meetings with the County Project Manager to provide status updates on the Program. Meetings shall include written information addressing the reporting referenced in Contractor Reports.

County Project Manager:

The County’s Project Manager for this Contract is listed below. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this contract shall be mailed by first class mail to the following address:

Project Manager: Staci Parisi, Administrative Analyst Senior
Address: P.O. Box 1649, Oroville, CA 95965
Phone: (530) 538-3737
Email: sparisi@buttecounty.net

Contractor Reports:

1) Reporting/Audits:

A. Contractor shall submit an annual report to the County on forms provided by the County by a date to be specified by the County. If the Contractor fails to provide such documentation, the County may disencumber any portion of the amount authorized by this Contract with a 14-day written notification. The Contractor shall also submit a final report to the County after the end of the grant term by a date to be specified by the County.

B. Each annual report shall contain detailed information reporting on the following:
   2. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
   3. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
   4. Increases in capacity for new and existing programs.
   5. The number of unsheltered homeless persons becoming sheltered.
   6. The number of homeless persons entering permanent housing.

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 the County’s HMIS. Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them. The Contractor must also comment on the following:
   1. Progress made toward local homelessness goals.
   2. The alignment between HEAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
   3. Any other effects from HEAP funding that the Contractor deems notable or identifies as contributing to the County’s overall effort to end homelessness.
C. The County reserves the right to perform or cause to be performed a financial audit. At the County’s request, the Contractor 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 the County, the audit shall be performed by an independent certified public accountant.
2. The Contractor shall notify the County of the auditor’s name and address immediately after the selection has been made. The contract for the audit shall allow access by the County to the independent auditor's working papers.
3. The Contractor is responsible for the completion of audits and all costs preparing audits.
4. If there are audit findings, the Contractor must submit a detailed response acceptable to the County for each audit finding within 90 days from the date of the audit finding report.

Other Contractor Requirements:

1) Retention and Inspection of Records:

A. The Contractor agrees that the County or its designee and/or the Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to provide the County or its designee and/or the Agency or its designee, with any relevant information requested. The Contractor agrees to permit the County or its designee and/or the Agency 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 Contract.

B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of the County’s Agreement with the Agency.

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.

2) Breach and Remedies:

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

1. Contractor’s failure to comply with the terms or conditions of this Contract.
2. Use of, or permitting the use of, HEAP funds provided under this Contract for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Contract.

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

1. Bar the Contractor from applying for future HEAP funds;
2. Revoke any other existing HEAP award(s) to the Contractor;
3. Require the return of any unexpended HEAP funds disbursed under this Contract;
4. Require repayment of HEAP funds disbursed and expended under this Contract;
5. Require the immediate return to the County of all funds derived from the use of HEAP funds including, but not limited to recapturing 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 Contract or any law.
8. All remedies available to the County are cumulative and not exclusive.
9. The County may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

3) Nondiscrimination:
During the performance of this Contract, Contractor 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. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor 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.

4) 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 received 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 State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor 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.
5) Drug-Free Workplace Certification:
Certification of Compliance: By signing this Contract, Contractor, 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. Contractor’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 Contract:
   1. Will receive a copy of Contractor’s drug-free policy statement, and
   2. Will agree to abide by terms of Contractor’s condition of employment or subcontract.

6) Child Support Compliance Act:
For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The Contractor 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 Contractor, 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.

7) Special Conditions – Contractors/Subcontractor:
The Contractor agrees to comply with all conditions of this Contract including the Special Conditions set forth in section titled “Special Terms and Conditions – HEAP” below. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Contract and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Contract.

A. The Contract between the Contractor and any Subcontractor shall require the Contractor 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 Contractor or any Subcontractor in performing the Work or any part of it.
   4. Agree to include all the terms of this Contract in each subcontract.
8) Compliance with State and Federal Laws. Rules. Guidelines and Regulations:
The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain
to the 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 Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals
required for performing any activities under this Contract, including those necessary to perform
design, construction, or operation and maintenance of the activities. Contractor shall be
responsible for observing and complying with any applicable federal, state, and local laws, rules or
regulations affecting and such work, specifically those including, but not limited to, environmental
protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall
provide copies of permits and approvals to County and/or Agency upon request.

9) Inspections:
A. County and/or Agency reserves the right to inspect any work performed hereunder to ensure
that the work is being and has been performed in accordance with the applicable Federal,
State and/or local requirements, and this Contract.
B. The County reserves the right 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 Contractor until it is corrected.

10) Litigation:
A. If any provision of this Contract, or an underling obligation, is held invalid by a court of
competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any
other provisions of this Contract and the remainder of this Contract shall remain in full force
and effect. Therefore, the provisions of this Contract are and shall be deemed severable.
B. The Contractor shall notify County and Agency immediately of any claim or action undertaken
by or against it, which affects or may affect this Contract, the County, or Agency, and shall take
such action with respect to the claim or action as is consistent with the terms of  this Contract
and the interests of the County and Agency.

11) Special Terms and Conditions – HEAP:
A. All proceeds from any interest-bearing account established by the Contractor for the deposit
of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the
Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities.
B. 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).

Contractor Compensation:

Contractor shall adhere to the following budget. The County reserves the right, and the Contractor
agrees, to extinguish and replace this budget via written amendment if funding is modified or reduced.

Budget Detail:
Consistent with the application submitted by the Contractor the funds shall be dispersed following eligible
activities:

A. Services*: $210,760.42
B. Rental Assistance or Subsidies: $0.00
C. Capital Improvements: $0.00
D. Homeless Youth Set-Aside: $0.00
E. Administrative Costs: $2,070.58
F. Other: $0.00
Total: $212,831.00
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<td>Operating Supplies</td>
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<td>Repairs &amp; Maintenance Supplies</td>
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<td>Expert &amp; Consultant Services</td>
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<td><strong>Total Services Expenditures</strong></td>
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Line items may be shifted within budget sub sections only (sub sections are: Personnel; Supplies; and Other Services & Charges). Line item shifts exceeding 10% of the contract maximum will require a written amendment to this agreement.

No increases shall be made to Administrative Costs.

HEAP funds for Personnel Services shall be reimbursed monthly based on actual payroll costs incurred during the previous month. Maximum amount payable for Personnel Services shall not exceed $107,010.42 over the term of this agreement.

The County shall make payments to the Contractor upon receipt of an approved Butte County General Claim form (mentioned here by reference only), submitted monthly for services provided during the preceding month. The claim form shall be accompanied by invoices for actual costs with complete back-up documentation showing all expenditures being claimed. Reimbursement shall be made after invoice is received, reviewed and approved by the County Project Manager.

Completed claim forms shall be sent to the County Project Manager at the address indicated on page one of this Agreement in the variable information table.
Budget Changes:
After the effective date of this Contract, the Contractor agrees that no changes shall be made to the Contractor's HEAP budget without first obtaining approval from the County. Any changes to this contract must be requested by the Contractor in writing through submission of a Change Request Form to County. Changes will be approved by the County as a written amendment.

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 Grant and the eligible uses identified in Health and Safety Code Section 50214.

The County 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 contract. If HEAP funds are used to pay for ineligible activities, the Contractor shall be required to reimburse these funds to the county.

A. An expenditure which is not authorized by this contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the County by the Contractor.

B. Expenditures for activities not described within the Budget Detail above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are approved in writing by amendment by the County prior to the expenditure of funds for those activities.

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

Contractor's Application for Funds:
Contractor has submitted to the County 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). The County is entering into this Contract on the basis of, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in the application, and in any subsequent modifications or additions thereto approved by the County.

Contractor warrants that all information, facts, assertion and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor'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 the County's approval, disbursement, or monitoring of the funding and the grants or activities governed by this Contract, then the County may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**COUNTY RESPONSIBILITY**

1) Attend quarterly site visit meetings.
2) Monitor the Contractor's performance in meeting Scope of Work requirements.
3) Collect and submit Reporting Requirements as the acting Administrative Entity.
4) Compensate the Contractor according to contractual agreement.
Community Action Agency of Butte County, Inc. - HEAP
Esplanade House Housing Voucher (Rental Assistance)

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as “County”, and the Contractor indicated in the variable information table below, hereinafter referred to as “Contractor.”

VARIABLE INFORMATION TABLE

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<th>Term Completion Date</th>
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<td>Upon Last Date Executed by County</td>
<td>Calendar Days Following Execution of Contract by County</td>
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<th>County Department</th>
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| Terms | Basis of Price (Do Not √ More Than One of the Following Four Blocks) |  |
| Price | √ Fixed Price | √ Annual Price | Monthly Price | Hourly Rate |
|  |
| Not-to-Exceed Price | $277,704.00 | √ if Reasonable Expenses are authorized in addition to Hourly Rate |

| Contractor Contact Information | County Contact Information |
| Contractor | Community Action Agency of Butte County, Inc. | Project Manager | Staci Parisi |
| Address | 181 E. Shasta Ave. | Address | P.O. Box 1649 |
| City, State & ZIP | Chico, CA 95973 | City, State & ZIP | Oroville, CA 95965 |
| Telephone | (530) 712-2600 | Telephone | (530) 538-3737 |
| Facsimile or Email | ttenorio@BUTTECAA.com | Facsimile or Email | sparisi@buttecounty.net |

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions
Attachment II – Standard Insurance Requirements
Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Typed or Printed Name ___________________ Signature ___________________ Date ________________

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

Steve Lambert Date
Chair, Butte County Board of Supervisors

CONTRACTOR

Thomas Tenorio, CEO Date
Community Action Agency of Butte County, Inc.

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By ___________________ Date ___________________
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a 14 day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor’s Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Contract until such time that the amendment is entered into.
ATTACHMENT II
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) **Automobile Liability:** ISO’s Commercial Automobile Liability coverage form CA 00 01.

   1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

   2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage may be provided in lieu of Commercial Automobile Liability Insurance.

3) **Workers’ Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendingatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.
ATTACHMENT III
SCOPE OF WORK

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 of California established the Homeless Emergency Aid Program ("HEAP"). HEAP is administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (Agency). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to address the immediate homeless challenges.

As a subcontractor of Butte County (County) administering services with HEAP funds, Community Action Agency of Butte County, Inc. (Contractor) shall comply with, and be subject to, all terms and conditions of the contract between the County and Agency, mentioned by this reference only, that are applicable to this contract. Contractor shall have the right to obtain a copy of the contract between the County and Agency at any time.

Purpose:

The general purpose of this contract is to provide 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 Butte County. Eligible uses, which include, but are not limited to, one or more of the following:

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

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

CONTRACTOR RESPONSIBILITY

Contractor will provide a rental assistance program by dedicating 12 apartments located at Esplanade House, 181 E. Shasta Ave., Chico CA to homeless families with children. Dedicated apartments will consist of the following:

- Three one-bedroom apartments
- Six two-bedroom apartments
- One three-bedroom apartment

Contractor will provide steady subsidized rental assistance for up to two years. The structure of the program will allow participants to increase their level of self-sufficiency to a level which will be sustainable without subsidies.

Contractor will employ 0.5 Full Time Equivalent Case Manager for the term of this agreement to facilitate this program and be available onsite from 8:00 am – 5:00 p.m. for unscheduled crisis appointments as needed.

Household types-specific populations to be served by this program include families with children, and veterans and their families.

Contractor will serve approximately 16 families, which will account for up to 48 individuals.
Contractor shall provide the following financial assistance to participants of this program:

- Deposits or application fees
- Costs associated with moving
- Rental assistance
- Flexible funds to reduce barriers to obtain/maintain housing

Participants of the program must meet the following criteria:

- Be homeless
- Have their children living with them
- Be at or below 60% of the Area Median Income (AMI)
- Be able to secure an account with PG&E

Participant families will be selected from the Resource Connect Butte list. Homeless families on the list that are currently residing in transitional programs will be given priority.

Contractor will tailor the financial assistance of each participant to the household’s individual circumstances by providing rental subsidies equal to the U.S. Department of Housing and Urban Development (HUD)’s Fair Market Rent levels less the household’s portion of the rent, which will be equal to 30% of the household income.

Upon entry each family will be assigned a Case Manager and assessed using the Contractor’s Family Self-Sufficiency Matrix. Matrix results will inform the level and length of subsidized assistance needed, and inform the development of their Individual Service Plan (ISP) should they choose to participate in available services. Participant’s assistance level will be reevaluated every three months and decreased as participant’s household income increases. Initial subsidies will be offered for one year with the ability to extend another one year when necessary.

Upon entry into the program, each participant will develop an exit plan with their Case Manager. The exit plan will spur the participant’s actions toward the goal of exiting the program as soon as possible, and will provide potential options if the participant is asked to leave the program prior to the attainment of their individualized goals.

Participants will sign a one year lease and have the option to extend further. Participants will be required to follow the terms of their lease (standard lease acquired from the North Valley Property Owners Association). The lease will be terminated and the exit plan will be enacted if a participant breaches the terms of the lease.

At least once per month, the assigned Case Manager will meet with the participant to provide consultation and support toward the family’s self-sufficiency goals and other identified areas of desired family stabilization. Participants will be offered on site services designed to address barriers to self-sufficiency, past trauma and basic living skills including:

- Nutrition and food budgeting
- Earn while you learn parenting
- Parenting resiliency
- Healthy relationships
- Codependency
- Anger management
- Financial literacy
- Breaking the chains of trauma and Moral Reconciliation Therapy (MRT)

Participation in services is not a requirement of maintaining housing under this program.
Contractor will use the Family Development Matrix to complete a baseline of data for each household upon entry. Each family will be reevaluated every three months to provide a comparison of data that will indicate progression or regression towards particular aspects of self-sufficiency.

On a quarterly basis, Contractor will provide the County with reports of progress towards the stated goals and outcomes of the program, which are:

- Ten unemployed adults obtain employment
- Three adults obtain high school diploma or equivalency certificate
- Remove barriers to self sufficiency
- Secure market rate or other traditionally subsidized housing upon exiting the program

**Contractor Milestones:**

1) Effective Date, Commencement of Work and Completion Dates:
   A. This Contract is effective May 21, 2019, which is indicated in the variable information table on page one of the contract.
   
   B. Contractor must contractually obligate no less than 50 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 the County who will then return the funds to the Agency to be reverted to the General Fund. “Obligate” means that the Contractor 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. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in the Scope of Work and that the Scope of Work will be provided for the full term of this Contract.

**Meetings:**

Contractor shall schedule quarterly meetings with the County Project Manager to provide status updates on the Program. Meetings shall include written information addressing the reporting referenced in Contractor Reports.

**County Project Manager:**

The County’s Project Manager for this Contract is listed below. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this contract shall be mailed by first class mail to the following address:

Project Manager: Staci Parisi, Administrative Analyst Senior  
Address: P.O. Box 1649, Oroville, CA 95965  
Phone: (530) 538-3737  
Email: sparisi@buttecounty.net

**Contractor Reports:**

1) Reporting/Audits:
   A. Contractor shall submit an annual report to the County on forms provided by the County by a date to be specified by the County. If the Contractor fails to provide such documentation, the County may disencumber any portion of the amount authorized by this Contract with a 14-day written notification. The Contractor shall also submit a final report to the County after the end of the grant term by a date to be specified by the County.
   B. Each annual report shall contain detailed information reporting on the following:
2. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
3. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
4. Increases in capacity for new and existing programs.
5. The number of unsheltered homeless persons becoming sheltered.
6. The number of homeless persons entering permanent housing.

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 (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 the County’s Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them. The Contractor must also comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between HEAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HEAP funding that the Contractor deems notable or identifies as contributing to the County’s overall effort to end homelessness.

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

Other Contractor Requirements:

1) Retention and Inspection of Records:

A. The Contractor agrees that the County or its designee and/or the Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to provide the County or its designee and/or the Agency or its designee, with any relevant information requested. The Contractor agrees to permit the County or its designee and/or the Agency 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 Contract.
B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of the County’s Agreement with the Agency.
   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.

2) Breach and Remedies:
   A. The following shall each constitute a breach of this Contract:
      1. Contractor’s failure to comply with the terms or conditions of this Contract.
      2. Use of, or permitting the use of, HEAP funds provided under this Contract for any ineligible activities.
      3. Any failure to comply with the deadlines set forth in this Contract.
   B. In addition to any other remedies that may be available to the County in law or equity for breach of this Contract, the County may:
      1. Bar the Contractor from applying for future HEAP funds;
      2. Revoke any other existing HEAP award(s) to the Contractor;
      3. Require the return of any unexpended HEAP funds disbursed under this Contract;
      4. Require repayment of HEAP funds disbursed and expended under this Contract;
      5. Require the immediate return to the County of all funds derived from the use of HEAP funds including, but not limited to recapturing 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 Contract or any law.
      8. All remedies available to the County are cumulative and not exclusive.
      9. The County may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

3) Nondiscrimination:
   During the performance of this Contract, Contractor 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. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor 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.

4) 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 received 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 State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor 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 sections 87100 et seq.

5) Drug-Free Workplace Certification:
   Certification of Compliance: By signing this Contract, Contractor, 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. Contractor’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 Contract:
      1. Will receive a copy of Contractor’s drug-free policy statement, and
      2. Will agree to abide by terms of Contractor’s condition of employment or subcontract.

6) Child Support Compliance Act:
   For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

   A. The Contractor 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 Contractor, 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.

7) Special Conditions – Contractors/Subcontractor:
The Contractor agrees to comply with all conditions of this Contract including the Special Conditions set forth in section titled “Special Terms and Conditions – HEAP” below. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Contract and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Contract.

A. The Contract between the Contractor and any Subcontractor shall require the Contractor 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 Contractor or any Subcontractor in performing the Work or any part of it.
   4. Agree to include all the terms of this Contract in each subcontract.

8) Compliance with State and Federal Laws. Rules. Guidelines and Regulations:
The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to the 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 Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting and such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to County and/or Agency upon request.

9) Inspections:
A. County and/or Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Contract.
B. The County reserves the right 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 Contractor until it is corrected.

10) Litigation:
A. If any provision of this Contract, or an underling obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Contract and the remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed severable.
B. The Contractor shall notify County and Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Contract, the County, or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Contract and the interests of the County and Agency.
11) Special Terms and Conditions – HEAP:

A. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities.

B. 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).

**Contractor Compensation:**

Contractor shall adhere to the following budget. The County reserves the right, and the Contractor agrees, to extinguish and replace this budget via written amendment if funding is modified or reduced.

Budget Detail:
Consistent with the application submitted by the Contractor the funds shall be dispersed following eligible activities:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>B. Rental Assistance or Subsidies*</td>
<td>$274,953.61</td>
</tr>
<tr>
<td>C. Capital Improvements</td>
<td>$0.00</td>
</tr>
<tr>
<td>D. Homeless Youth Set-Aside</td>
<td>$0.00</td>
</tr>
<tr>
<td>E. Administrative Costs</td>
<td>$2,750.39</td>
</tr>
<tr>
<td>F. Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$277,704.00</strong></td>
</tr>
</tbody>
</table>
### Section B Budget Detail

<table>
<thead>
<tr>
<th>Personnel Services:</th>
<th>HEAP Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$37,115.15</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$13,073.29</td>
</tr>
<tr>
<td>Other Employee Benefits</td>
<td>$2,845.17</td>
</tr>
<tr>
<td><strong>Subtotal - Personnel Services</strong></td>
<td><strong>$53,033.61</strong></td>
</tr>
<tr>
<td>Supplies:</td>
<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Operating Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance Supplies</td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>Subtotal – Supplies</strong></td>
<td><strong>$2,000.00</strong></td>
</tr>
<tr>
<td>Other Services &amp; Charges:</td>
<td></td>
</tr>
<tr>
<td>Expert &amp; Consultant Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contractual Employment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Data Processing</td>
<td>$500.00</td>
</tr>
<tr>
<td>Other Professional Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone</td>
<td>$600.00</td>
</tr>
<tr>
<td>Postage</td>
<td>$0.00</td>
</tr>
<tr>
<td>Automobile Expense</td>
<td>$900.00</td>
</tr>
<tr>
<td>Convention &amp; Travel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advertising</td>
<td>$0.00</td>
</tr>
<tr>
<td>Printing &amp; Duplicating</td>
<td>$400.00</td>
</tr>
<tr>
<td>Insurance</td>
<td>$400.00</td>
</tr>
<tr>
<td>Public Utility Services</td>
<td>$2,600.00</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Rentals – Buildings</td>
<td>$0.00</td>
</tr>
<tr>
<td>Rentals – Equipment</td>
<td>$600.00</td>
</tr>
<tr>
<td>Education Expense</td>
<td>$0.00</td>
</tr>
<tr>
<td>Capital Purchase</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Miscellaneous Expenses</td>
<td>$500.00</td>
</tr>
<tr>
<td>Direct Rental Subsidies</td>
<td>$212,420.00</td>
</tr>
<tr>
<td><strong>Subtotal – Other Services &amp; Charges</strong></td>
<td><strong>$219,920.00</strong></td>
</tr>
<tr>
<td><strong>Total Rental Assistance or Subsidies Expenditures</strong></td>
<td><strong>$274,953.61</strong></td>
</tr>
</tbody>
</table>

Line items may be shifted within budget sub sections only (sub sections are: Personnel; Supplies; and Other Services & Charges). Line item shifts exceeding 10% of the contract maximum will require a written amendment to this agreement.

No increases shall be made to Administrative Costs.

HEAP funds for Personnel Services shall be reimbursed monthly based on actual payroll costs incurred during the previous month. Maximum amount payable for Personnel Services shall not exceed $53,033.61 over the term of this agreement.

The County shall make payments to the Contractor upon receipt of an approved Butte County General Claim form (mentioned here by reference only), submitted monthly for services provided during the preceding month. The claim form shall be accompanied by invoices for actual costs with complete back-up documentation showing all expenditures being claimed. Reimbursement shall be made after invoice is received, reviewed and approved by the County Project Manager.

Completed claim forms shall be sent to the County Project Manager at the address indicated on page one of this Agreement in the variable information table.

Budget Changes:
After the effective date of this Contract, the Contractor agrees that no changes shall be made to the Contractor’s HEAP budget without first obtaining approval from the County. Any changes to this contract must be requested by the Contractor in writing through submission of a Change Request Form to County. Changes will be approved by the County as a written amendment.

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 Grant and the eligible uses identified in Health and Safety Code Section 50214.

The County 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 contract. If HEAP funds are used to pay for ineligible activities, the Contractor shall be required to reimburse these funds to the county.

A. An expenditure which is not authorized by this contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the County by the Contractor.

B. Expenditures for activities not described within the Budget Detail above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are approved in writing by amendment by the County prior to the expenditure of funds for those activities.

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

Contractor’s Application for Funds:
Contractor has submitted to the County 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). The County is entering into this Contract on the basis of, and in substantial reliance upon, Contractor’s facts, information, assertions and representations contained in the application, and in any subsequent modifications or additions thereto approved by the County.

Contractor warrants that all information, facts, assertion and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor’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 the County’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Contract, then the County may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

COUNTY RESPONSIBILITY

1) Attend quarterly site visit meetings.
2) Monitor the Contractor’s performance in meeting Scope of Work requirements.
3) Collect and submit Reporting Requirements as the acting Administrative Entity.
4) Compensate the Contractor according to contractual agreement.
This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

<table>
<thead>
<tr>
<th>VARIABLE INFORMATION TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term of This Contract (Complete Dates in Just One of the Following Three Rows)</td>
</tr>
<tr>
<td>√ Below Term Begins</td>
</tr>
<tr>
<td>On Following Date</td>
</tr>
<tr>
<td>Upon Date Notice to Proceed Received</td>
</tr>
<tr>
<td>Upon Last Date Executed by County</td>
</tr>
<tr>
<td>County Department</td>
</tr>
<tr>
<td>Terms</td>
</tr>
<tr>
<td>Price</td>
</tr>
<tr>
<td>Not-to-Exceed Price</td>
</tr>
<tr>
<td>Contractor Contact Information</td>
</tr>
<tr>
<td>Contractor</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Facsimile or Email</td>
</tr>
<tr>
<td>County Contact Information</td>
</tr>
<tr>
<td>Project Manager</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Facsimile or Email</td>
</tr>
</tbody>
</table>

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions
Attachment II – Standard Insurance Requirements
Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Typed or Printed Name ______________________ Signature ______________________ Date ______________________

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

Steve Lambert, Chair
Butte County Board of Supervisors

Date

CONTRACTOR

Mark Cloutier, Chief Executive Officer
Caminar

Date

REVIEWS FOR CONTRACT POLICY COMPLIANCE

General Services Contracts Division

By ______________________ Date ______________________

REVIEWS AS TO FORM

BRUCE S. ALPERT
Butte County Counsel

By ______________________ Date ______________________
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a 14 day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.

10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Contract until such time that the amendment is entered into.
**ATTACHMENT II**

**INSURANCE REQUIREMENTS FOR MOST CONTRACTS**

*Not for Professional Services or Construction Contracts*

*Please provide a copy of Attachment II to your insurance agent.*

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Coverage shall be at least as broad as:

1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) **Automobile Liability:** ISO’s Commercial Automobile Liability coverage form CA 00 01.
   - Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
   - If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage may be provided in lieu of Commercial Automobile Liability Insurance.

3) **Workers’ Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. **OTHER INSURANCE PROVISIONS** - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.
ATTACHMENT III
SCOPE OF WORK

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 of California established the Homeless Emergency Aid Program (“HEAP”). HEAP is administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (Agency). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to address the immediate homeless challenges.

As a subcontractor of Butte County (County) administering services with HEAP funds, Caminar (Contractor) shall comply with, and be subject to, all terms and conditions of the contract between the County and Agency, mentioned by this reference only, that are applicable to this contract. Contractor shall have the right to obtain a copy of the contract between the County and Agency at any time.

Purpose:

The general purpose of this contract is to provide 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 Butte County. Eligible uses, which include, but are not limited to, one or more of the following:

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

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

CONTRACTOR RESPONSIBILITY

Contractor will purchase the property located at 1700 Nelson Avenue in Oroville, CA from Base Camp Village, Inc. to establish and operate a new American Disability Act (ADA) compliant, permanent, supportive housing complex tailored to the needs of people with mental illness who are experiencing homelessness in Butte County.

The housing complex will consist of 12 ADA compliant units (8 studio units and 4 one-bedroom units). Housing will be provided for at least 11 unduplicated participants during the term of this agreement. One studio unit will be used to house the property manager/support worker.

Household types/specific populations eligible for this project include:

- Families with children
- Seniors (60+ years)
- Single males/Single females
- Transitional Age Youth (TAY) (18-24 years) unaccompanied
- Veterans and/or their families
- Domestic Violence – fleeing/victims/survivors
- Chronic homeless
- People living with mental illness
- People with disabilities who are able to live independently
Eligible participants in the program must meet the following requirements:

- Inclusion on the Coordinated Entry Housing Community Housing list
- Receiving services from Butte County Department of Behavioral Health
- Eighteen years of age or older
- Income of less than 30% of the Area Median Income (AMI)

Individuals will not be turned away due to substance use or lack of income.

Residents will pay 30% of their income in rent to the Contractor monthly. For new residents with no sources of income, Contractor will engage the support of the residents’ Butte County Department of Behavioral Health Case Manager for benefits enrollment assistance.

Contractor will provide one Full Time Equivalent Property Manager/Support Worker who will live on-site and be responsible for:

- Managing the complex
- Onboarding new residents
- Preparing units for new residents
- Overseeing safety
- Collecting data
- Building community among residents
- Hosting resident meetings and gatherings
- Coordinating with residents’ support team members
- Providing one-to-one support for residents

Contractor will provide supportive services for residents including on-site counseling and access to vocational programs.

Contractor will provide furnished units equipped with essentials, such as clothing, linens, cleaning materials, cooking supplies, dishes and utensils, pantry items, and groceries.

Contractor will provide monthly, quarterly and annual reports to the County on the occupancy rate and number of people served. Contractor will provide quarterly and annual narrative reports to the County describing what has been achieved, lessons learned, and future plans for the program.

Contractor will administer a quarterly resident satisfaction survey. Survey results will be provided to the County upon request.

**Contractor Milestones:**

1) Effective Date, Commencement of Work and Completion Dates:
   A. This Contract is effective May 21, 2019, which is indicated in the variable information table on page one of the contract.
   B. Contractor must contractually obligate no less than 50 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 the County who will then return the funds to the Agency to be reverted to the General Fund. “Obligate” means that the Contractor 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. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in the Scope of Work and that the Scope of Work will be provided for the full term of this Contract.
Meetings:

Contractor shall schedule quarterly meetings with the County Project Manager to provide status updates on the Program. Meetings shall include written information addressing the reporting referenced in Contractor Reports.

County Project Manager:

The County’s Project Manager for this Contract is listed below. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this contract shall be mailed by first class mail to the following address:

Project Manager: Staci Parisi, Administrative Analyst Senior
Address: P.O. Box 1649, Oroville, CA 95965
Phone: (530) 538-3737
Email: sparisi@buttecounty.net

Contractor Reports:

1) Reporting/Audits:
   A. Contractor shall submit an annual report to the County on forms provided by the County by a date to be specified by the County. If the Contractor fails to provide such documentation, the County may disencumber any portion of the amount authorized by this Contract with a 14-day written notification. The Contractor shall also submit a final report to the County after the end of the grant term by a date to be specified by the County.
   B. Each annual report shall contain detailed information reporting on the following:
      2. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
      3. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
      4. Increases in capacity for new and existing programs.
      5. The number of unsheltered homeless persons becoming sheltered.
      6. The number of homeless persons entering permanent housing.

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 the County’s Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them. The Contractor must also comment on the following:
   1. Progress made toward local homelessness goals.
   2. The alignment between HEAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
   3. Any other effects from HEAP funding that the Contractor deems notable or identifies as contributing to the County’s overall effort to end homelessness.
C. The County reserves the right to perform or cause to be performed a financial audit. At the County’s request, the Contractor 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 the County, the audit shall be performed by an independent certified public accountant.
2. The Contractor shall notify the County of the auditor’s name and address immediately after the selection has been made. The contract for the audit shall allow access by the County to the independent auditor’s working papers.
3. The Contractor is responsible for the completion of audits and all costs preparing audits.
4. If there are audit findings, the Contractor must submit a detailed response acceptable to the County for each audit finding within 90 days from the date of the audit finding report.

Other Contractor Requirements:

1) Retention and Inspection of Records:
   A. The Contractor agrees that the County or its designee and/or the Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to provide the County or its designee and/or the Agency or its designee, with any relevant information requested. The Contractor agrees to permit the County or its designee and/or the Agency 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 Contract.
   
   B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of the County’s Agreement with the Agency.
      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.

2) Breach and Remedies:
   A. The following shall each constitute a breach of this Contract:
      1. Contractor’s failure to comply with the terms or conditions of this Contract.
      2. Use of, or permitting the use of, HEAP funds provided under this Contract for any ineligible activities.
      3. Any failure to comply with the deadlines set forth in this Contract.
   B. In addition to any other remedies that may be available to the County in law or equity for breach of this Contract, the County may:
      1. Bar the Contractor from applying for future HEAP funds;
      2. Revoke any other existing HEAP award(s) to the Contractor;
      3. Require the return of any unexpended HEAP funds disbursed under this Contract;
      4. Require repayment of HEAP funds disbursed and expended under this Contract;
      5. Require the immediate return to the County of all funds derived from the use of HEAP funds including, but not limited to recapturing 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 Contract or any law.
      8. All remedies available to the County are cumulative and not exclusive.
9. The County may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

3) Nondiscrimination:
During the performance of this Contract, Contractor 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. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor 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.

4) 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 received 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 State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor 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.

5) Drug-Free Workplace Certification:
Certification of Compliance: By signing this Contract, Contractor, 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. Contractor’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 Contract:
   1. Will receive a copy of Contractor’s drug-free policy statement, and
   2. Will agree to abide by terms of Contractor’s condition of employment or subcontract.

6) Child Support Compliance Act:
   For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:
   A. The Contractor 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 Contractor, 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.

7) Special Conditions – Contractors/Subcontractor:
   The Contractor agrees to comply with all conditions of this Contract including the Special Conditions set forth in section titled “Special Terms and Conditions – HEAP” below. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Contract and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Contract.
   A. The Contract between the Contractor and any Subcontractor shall require the Contractor 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 Contractor or any Subcontractor in performing the Work or any part of it.
      4. Agree to include all the terms of this Contract in each subcontract.

8) Compliance with State and Federal Laws. Rules. Guidelines and Regulations:
   The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to the 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 Contractor, its Subcontractors, and all eligible activities.
Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting and such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to County and/or Agency upon request.

9) Inspections:
   A. County and/or Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Contract.
   B. The County reserves the right 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 Contractor until it is corrected.

10) Litigation:
   A. If any provision of this Contract, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Contract and the remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed severable.
   B. The Contractor shall notify County and Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Contract, the County, or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Contract and the interests of the County and Agency.

11) Special Terms and Conditions – HEAP:
   A. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities.
   B. 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).

**Contractor Compensation:**

Contractor shall adhere to the following budget. The County reserves the right, and the Contractor agrees, to extinguish and replace this budget via written amendment if funding is modified or reduced.

Budget Detail:
Consistent with the application submitted by the Contractor the funds shall be dispersed following eligible activities:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>B. Rental Assistance or Subsidies</td>
<td>$0.00</td>
</tr>
<tr>
<td>C. Capital Improvements*</td>
<td>$790,092.00</td>
</tr>
<tr>
<td>D. Homeless Youth Set-Aside</td>
<td>$0.00</td>
</tr>
<tr>
<td>E. Administrative Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td>F. Other</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$790,092.00</td>
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</tbody>
</table>
### Section C Budget Detail

<table>
<thead>
<tr>
<th>Personnel Services:</th>
<th>HEAP Amount</th>
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</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$31,200.00</td>
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<tr>
<td>Fringe Benefits</td>
<td>$170.81</td>
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<td>Other Employee Benefits</td>
<td>$13,709.00</td>
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<tr>
<td><strong>Subtotal - Personnel Services</strong></td>
<td><strong>$45,079.81</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplies:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Operating Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Subtotal - Supplies</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Services &amp; Charges:</th>
<th>$745,012.19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expert &amp; Consultant Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contractual Employment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Data Processing</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Professional Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone</td>
<td>$0.00</td>
</tr>
<tr>
<td>Postage</td>
<td>$0.00</td>
</tr>
<tr>
<td>Automobile Expense</td>
<td>$0.00</td>
</tr>
<tr>
<td>Convention &amp; Travel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Advertising</td>
<td>$0.00</td>
</tr>
<tr>
<td>Printing &amp; Duplicating</td>
<td>$0.00</td>
</tr>
<tr>
<td>Insurance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Utility Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$0.00</td>
</tr>
<tr>
<td>Rentals – Buildings</td>
<td>$0.00</td>
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<tr>
<td>Rentals – Equipment</td>
<td>$0.00</td>
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<tr>
<td>Education Expense</td>
<td>$0.00</td>
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<tr>
<td>Capital Purchase</td>
<td>$745,012.19</td>
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<tr>
<td>Other Miscellaneous Expenses</td>
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</tr>
<tr>
<td><strong>Subtotal – Other Services &amp; Charges</strong></td>
<td><strong>$745,012.19</strong></td>
</tr>
<tr>
<td><strong>Total Capital Improvements Expenditures</strong></td>
<td><strong>$790,092.00</strong></td>
</tr>
</tbody>
</table>

Line items may be shifted within budget sub sections only (sub sections are: Personnel; Supplies; and Other Services & Charges). Line item shifts exceeding 10% of the contract maximum will require a written amendment to this agreement.

HEAP funds for Personnel Services shall be reimbursed monthly based on actual payroll costs incurred during the previous month. Maximum amount payable for Personnel Services shall not exceed $45,079.81 over the term of this agreement.

HEAP funds for the purchase of the property located at 1700 Nelson Avenue in Oroville, CA from Base Camp Village, Inc. will be disbursed in a single allocation of $745,012.19 upon execution of the contract, with the following condition:

In accordance with the motion approved by the Continuum of Care Council on March 18, 2019, the following condition must be met before HEAP funding payments will be made to the Contractor:

1. Show proof of site control by June 30, 2019

The County shall make payments to the Contractor upon receipt of an approved Butte County General Claim form (mentioned here by reference only), submitted monthly for services provided during the preceding month. The claim form shall be accompanied by invoices for actual costs with complete back-up documentation showing all expenditures being claimed. Reimbursement shall be made after invoice is received, reviewed and approved by the County Project Manager.
Completed claim forms shall be sent to the County Project Manager at the address indicated on page one of this Agreement in the variable information table.

Budget Changes:
After the effective date of this Contract, the Contractor agrees that no changes shall be made to the Contractor’s HEAP budget without first obtaining approval from the County. Any changes to this contract must be requested by the Contractor in writing through submission of a Change Request Form to County. Changes will be approved by the County as a written amendment.

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 Grant and the eligible uses identified in Health and Safety Code Section 50214.

The County 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 contract. If HEAP funds are used to pay for ineligible activities, the Contractor shall be required to reimburse these funds to the county.

A. An expenditure which is not authorized by this contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the County by the Contractor.

B. Expenditures for activities not described within the Budget Detail above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are approved in writing by amendment by the County prior to the expenditure of funds for those activities.

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

Contractor’s Application for Funds:
Contractor has submitted to the County 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). The County is entering into this Contract on the basis of, and in substantial reliance upon, Contractor’s facts, information, assertions and representations contained in the application, and in any subsequent modifications or additions thereto approved by the County.

Contractor warrants that all information, facts, assertion and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor’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 the County’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Contract, then the County may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

COUNTY RESPONSIBILITY

1) Attend quarterly site visit meetings.
2) Monitor the Contractor’s performance in meeting Scope of Work requirements.
3) Collect and submit Reporting Requirements as the acting Administrative Entity.
4) Compensate the Contractor according to contractual agreement.
Caminar - HEAP
Base Camp Village I – Paula Court (Capital Improvements)

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as “County”, and the Contractor indicated in the variable information table below, hereinafter referred to as “Contractor.”

VARIABLE INFORMATION TABLE

<table>
<thead>
<tr>
<th>Term of This Contract</th>
<th>Term Begins</th>
<th>Term Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ On Following Date</td>
<td>05/21/2019</td>
<td>On Following Date</td>
</tr>
<tr>
<td>☑ Upon Date Notice to Proceed</td>
<td>Calendar Days Following Receipt of Notice to Proceed</td>
<td></td>
</tr>
<tr>
<td>☑ Upon Last Date Executed by County</td>
<td>Calendar Days Following Execution of Contract by County</td>
<td></td>
</tr>
</tbody>
</table>

County Department | DESS FOB Point

Terms Basis of Price (Do Not √ More Than One of the Following Four Blocks)

- ☑ Fixed Price
- ☑ Annual Price
- ☑ Monthly Price
- ☑ Hourly Rate

Not-to-Exceed Price $790,092.00 ☑ if Reasonable Expenses are authorized in addition to Hourly Rate

Contractor Contact Information

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Caminar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>2600 El Camino Real, Suite 200</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
<td>San Mateo, CA 94403</td>
</tr>
<tr>
<td>Telephone</td>
<td>(650) 372-4080</td>
</tr>
<tr>
<td>Facsimile or Email</td>
<td><a href="mailto:mcloutier@caminar.org">mcloutier@caminar.org</a></td>
</tr>
</tbody>
</table>

County Contact Information

| Project Manager | Staci Parisi |
| Address         | P.O. Box 1649 |
| City, State & ZIP | Oroville, CA 95965 |
| Telephone       | (530) 538-3737 |
| Facsimile or Email | sparisi@buttecounty.net |

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions
Attachment II – Standard Insurance Requirements
Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Typed or Printed Name __________________________ Signature __________________________ Date ____________

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

Steve Lambert, Chair
Butte County Board of Supervisors

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

By __________________________ Date ____________

CONTRACTOR

Mark Cloutier, Chief Executive Officer
Caminar

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By __________________________ Date ____________
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a 14 day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.

10. **Contractor's Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Contract until such time that the amendment is entered into.
ATTACHMENT II
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) **Automobile Liability:** ISO’s Commercial Automobile Liability coverage form CA 00 01.
   1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
   2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage may be provided in lieu of Commercial Automobile Liability Insurance.

3) **Workers’ Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.
ATTACHMENT III
SCOPE OF WORK

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 of California established the Homeless Emergency Aid Program (“HEAP”). HEAP is administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (Agency). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to address the immediate homeless challenges.

As a subcontractor of Butte County (County) administering services with HEAP funds, Caminar (Contractor) shall comply with, and be subject to, all terms and conditions of the contract between the County and Agency, mentioned by this reference only, that are applicable to this contract. Contractor shall have the right to obtain a copy of the contract between the County and Agency at any time.

Purpose:

The general purpose of this contract is to provide 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 Butte County. Eligible uses, which include, but are not limited to, one or more of the following:

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

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

CONTRACTOR RESPONSIBILITY

Contractor will purchase the property located at 78 Paula Court in Oroville, CA from Base Camp Village, Inc. to establish and operate a new American Disabilities Act (ADA) compliant, permanent, supportive housing complex tailored to the needs of people with mental illness who are experiencing homelessness in Butte County.

The housing complex will consist of 12 ADA compliant units (8 studio units and 4 one-bedroom units). Housing will be provided for at least 11 unduplicated participants during the term of this agreement. One studio unit will be used to house the property manager/support worker.

Household types/specific populations eligible for this project include:

- Families with children
- Seniors (60+ years)
- Single males/Single females
- Transitional Age Youth (TAY) (18-24 years) unaccompanied
- Veterans and/or their families
- Domestic Violence – fleeing/victims/survivors
- Chronic homeless
- People living with mental illness
- People with disabilities who are able to live independently
Eligible participants in the program must meet the following requirements:

- Inclusion on the Coordinated Entry Housing Community Housing list
- Receiving services from Butte County Department of Behavioral Health
- Eighteen years of age or older
- Income of less than 30% of the Area Median Income (AMI)

Individuals will not be turned away due to substance use or lack of income.

Residents will pay 30% of their income in rent to the Contractor monthly. For new residents with no sources of income, Contractor will engage the support of the residents’ BCDBH Case Manager for benefits enrollment assistance.

Contractor will provide one Full Time Equivalent Property Manager/Support Worker who will live on-site and be responsible for:

- Managing the complex
- Onboarding new residents
- Preparing units for new residents
- Overseeing safety
- Collecting data
- Building community among residents
- Hosting resident meetings and gatherings
- Coordinating with residents’ support team members
- Providing one-to-one support for residents

Contractor will provide supportive services for residents including on-site counseling and access to vocational programs.

Contractor will provide furnished units equipped with essentials, such as clothing, linens, cleaning materials, cooking supplies, dishes and utensils, pantry items, and groceries.

Contractor will provide monthly, quarterly and annual reports to the County on the occupancy rate and number of people served. Contractor will provide quarterly and annual narrative reports to the County describing what has been achieved, lessons learned, and future plans for the program.

Contractor will administer a quarterly resident satisfaction survey. Survey results will be provided to the County upon request.

**Contractor Milestones:**

1) Effective Date, Commencement of Work and Completion Dates:
   A. This Contract is effective May 21, 2019, which is indicated in the variable information table on page one of the contract.
   B. Contractor must contractually obligate no less than 50 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 the County who will then return the funds to the Agency to be reverted to the General Fund. “Obligate” means that the Contractor 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. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in the Scope of Work and that the Scope of Work will be provided for the full term of this Contract.
**Meetings:**

Contractor shall schedule quarterly meetings with the County Project Manager to provide status updates on the Program. Meetings shall include written information addressing the reporting referenced in Contractor Reports.

**County Project Manager:**

The County’s Project Manager for this Contract is listed below. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this contract shall be mailed by first class mail to the following address:

Project Manager: Staci Parisi, Administrative Analyst Senior  
Address: P.O. Box 1649, Oroville, CA  95965  
Phone: (530) 538-3737  
Email: sparisi@buttecounty.net

**Contractor Reports:**

1) Reporting/Audits:  
   A. Contractor shall submit an annual report to the County on forms provided by the County by a date to be specified by the County. If the Contractor fails to provide such documentation, the County may disencumber any portion of the amount authorized by this Contract with a 14-day written notification. The Contractor shall also submit a final report to the County after the end of the grant term by a date to be specified by the County.  
   B. Each annual report shall contain detailed information reporting on the following:  
      2. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.  
      3. Number of instances of service (defined in September 5, 2018 HEAP NOFA).  
      4. Increases in capacity for new and existing programs.  
      5. The number of unsheltered homeless persons becoming sheltered.  
      6. The number of homeless persons entering permanent housing.  

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 the County’s Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them. The Contractor must also comment on the following:  
   1. Progress made toward local homelessness goals.  
   2. The alignment between HEAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.  
   3. Any other effects from HEAP funding that the Contractor deems notable or identifies as contributing to the County’s overall effort to end homelessness.
C. The County reserves the right to perform or cause to be performed a financial audit. At the County’s request, the Contractor 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 the County, the audit shall be performed by an independent certified public accountant.
   2. The Contractor shall notify the County of the auditor’s name and address immediately after the selection has been made. The contract for the audit shall allow access by the County to the independent auditor’s working papers.
   3. The Contractor is responsible for the completion of audits and all costs preparing audits.
   4. If there are audit findings, the Contractor must submit a detailed response acceptable to the County for each audit finding within 90 days from the date of the audit finding report.

Other Contractor Requirements:

1) Retention and Inspection of Records:
   A. The Contractor agrees that the County or its designee and/or the Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to provide the County or its designee and/or the Agency or its designee, with any relevant information requested. The Contractor agrees to permit the County or its designee and/or the Agency 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 Contract.
   B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of the County’s Agreement with the Agency.
      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.

2) Breach and Remedies:
   A. The following shall each constitute a breach of this Contract:
      1. Contractor’s failure to comply with the terms or conditions of this Contract.
      2. Use of, or permitting the use of, HEAP funds provided under this Contract for any ineligible activities.
      3. Any failure to comply with the deadlines set forth in this Contract.
   B. In addition to any other remedies that may be available to the County in law or equity for breach of this Contract, the County may:
      1. Bar the Contractor from applying for future HEAP funds;
      2. Revoke any other existing HEAP award(s) to the Contractor;
      3. Require the return of any unexpended HEAP funds disbursed under this Contract;
      4. Require repayment of HEAP funds disbursed and expended under this Contract;
      5. Require the immediate return to the County of all funds derived from the use of HEAP funds including, but not limited to recapturing 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 Contract or any law.
      8. All remedies available to the County are cumulative and not exclusive.
9. The County may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

3) Nondiscrimination:
   During the performance of this Contract, Contractor 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. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor 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.

4) 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 received 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 State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

   C. Employees of the Contractor: Employees of the Contractor 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.

5) Drug-Free Workplace Certification:
   Certification of Compliance: By signing this Contract, Contractor, 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. Contractor’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 Contract:

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

6) Child Support Compliance Act:
For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance
with Public Contract Code 7110, that:

A. The Contractor 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 Contractor, 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.

7) Special Conditions – Contractors/Subcontractor:
The Contractor agrees to comply with all conditions of this Contract including the Special Conditions
set forth in section titled “Special Terms and Conditions – HEAP” below. The Contractor shall
ensure that all Subcontractors are made aware of and agree to comply with all the conditions of
this Contract and the applicable State requirements governing the use of HEAP funds. Failure to
comply with these conditions may result in termination of this Contract.

A. The Contract between the Contractor and any Subcontractor shall require the Contractor 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 Contractor or any Subcontractor in performing
the Work or any part of it.
4. Agree to include all the terms of this Contract in each subcontract.
8) Compliance with State and Federal Laws, Rules, Guidelines and Regulations:
The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to the 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 Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting and such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to County and/or Agency upon request.

9) Inspections:
A. County and/or Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Contract.
B. The County reserves the right 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 Contractor until it is corrected.

10) Litigation:
A. If any provision of this Contract, or an underling obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Contract and the remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed severable.
B. The Contractor shall notify County and Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Contract, the County, or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Contract and the interests of the County and Agency.

11) Special Terms and Conditions – HEAP:
A. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities.
B. 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).

Contractor Compensation:
Contractor shall adhere to the following budget. The County reserves the right, and the Contractor agrees, to extinguish and replace this budget via written amendment if funding is modified or reduced.

Budget Detail:
Consistent with the application submitted by the Contractor the funds shall be dispersed following eligible activities:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Services</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>B. Rental Assistance or Subsidies</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>C. Capital Improvements*</td>
<td>$ 790,092.00</td>
</tr>
<tr>
<td>D. Homeless Youth Set-Aside</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>E. Administrative Costs</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>F. Other</td>
<td>$ 0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 790,092.00</strong></td>
</tr>
<tr>
<td>Section C Budget Detail*</td>
<td>HEAP Amount</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td><strong>Personnel Services:</strong></td>
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<tr>
<td>Salaries</td>
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<tr>
<td>Fringe Benefits</td>
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<tr>
<td>Other Employee Benefits</td>
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<tr>
<td><strong>Subtotal - Personnel Services</strong></td>
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</tr>
<tr>
<td>Supplies:</td>
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</tr>
<tr>
<td>Office Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Operating Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance Supplies</td>
<td>$0.00</td>
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<tr>
<td><strong>Subtotal – Supplies</strong></td>
<td><strong>$0.00</strong></td>
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<tr>
<td><strong>Other Services &amp; Charges:</strong></td>
<td></td>
</tr>
<tr>
<td>Expert &amp; Consultant Services</td>
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<td>Contractual Employment</td>
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<td>Data Processing</td>
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<td>Other Professional Services</td>
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<td>Telephone</td>
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<tr>
<td>Postage</td>
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<tr>
<td>Automobile Expense</td>
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<tr>
<td>Convention &amp; Travel</td>
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</tr>
<tr>
<td>Advertising</td>
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<tr>
<td>Printing &amp; Duplicating</td>
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<tr>
<td>Insurance</td>
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<tr>
<td>Public Utility Services</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
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<tr>
<td>Rentals – Buildings</td>
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<td>Rentals – Equipment</td>
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<td>Education Expense</td>
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<td>Capital Purchase</td>
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<td>Other Miscellaneous Expenses</td>
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<td><strong>Subtotal – Other Services &amp; Charges</strong></td>
<td><strong>$745,012.19</strong></td>
</tr>
<tr>
<td><strong>Total Capital Improvements Expenditures</strong></td>
<td><strong>$790,092.00</strong></td>
</tr>
</tbody>
</table>

Line items may be shifted within budget sub sections only (sub sections are: Personnel; Supplies; and Other Services & Charges). Line item shifts exceeding 10% of the contract maximum will require a written amendment to this agreement.

HEAP funds for Personnel Services shall be reimbursed monthly based on actual payroll costs incurred during the previous month. Maximum amount payable for Personnel Services shall not exceed $45,079.81 over the term of this agreement.

HEAP funds for the purchase of the property located at 78 Paula Court in Oroville, CA from Base Camp Village, Inc. will be disbursed in a single allocation of $745,012.19 upon execution of the contract, with the following condition:

In accordance with the motion approved by the Continuum of Care Council on March 18, 2019, the following condition must be met before HEAP funding payments will be made to the Contractor:

1. Show proof of site control by June 30, 2019

The County shall make payments to the Contractor upon receipt of an approved Butte County General Claim form (mentioned here by reference only), submitted monthly for services provided during the preceding month. The claim form shall be accompanied by invoices for actual costs with complete back-up documentation showing all expenditures being claimed. Reimbursement shall be made after invoice is received, reviewed and approved by the County Project Manager.
Completed claim forms shall be sent to the County Project Manager at the address indicated on page one of this Agreement in the variable information table.

Budget Changes:
After the effective date of this Contract, the Contractor agrees that no changes shall be made to the Contractor’s HEAP budget without first obtaining approval from the County. Any changes to this contract must be requested by the Contractor in writing through submission of a Change Request Form to County. Changes will be approved by the County as a written amendment.

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 Grant and the eligible uses identified in Health and Safety Code Section 50214.

The County 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 contract. If HEAP funds are used to pay for ineligible activities, the Contractor shall be required to reimburse these funds to the county.

A. An expenditure which is not authorized by this contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the County by the Contractor.
B. Expenditures for activities not described within the Budget Detail above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are approved in writing by amendment by the County prior to the expenditure of funds for those activities.
C. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

Contractor’s Application for Funds:
Contractor has submitted to the County 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). The County is entering into this Contract on the basis of, and in substantial reliance upon, Contractor’s facts, information, assertions and representations contained in the application, and in any subsequent modifications or additions thereto approved by the County.

Contractor warrants that all information, facts, assertion and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor’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 the County’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Contract, then the County may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

COUNTY RESPONSIBILITY

1) Attend quarterly site visit meetings.
2) Monitor the Contractor’s performance in meeting Scope of Work requirements.
3) Collect and submit Reporting Requirements as the acting Administrative Entity.
4) Compensate the Contractor according to contractual agreement.
This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as “County”, and the Contractor indicated in the variable information table below, hereinafter referred to as “Contractor.”

### VARIABLE INFORMATION TABLE

<table>
<thead>
<tr>
<th>Term of This Contract</th>
<th>Term Begins</th>
<th>Term Completion Date</th>
</tr>
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<tbody>
<tr>
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<td>06/30/2021</td>
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<tr>
<td>✓ Upon Date Notice to Proceed</td>
<td>Calendar Days Following Receipt of Notice to Proceed</td>
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</tr>
<tr>
<td>✓ Upon Last Date Executed by County</td>
<td>Calendar Days Following Execution of Contract by County</td>
<td></td>
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<table>
<thead>
<tr>
<th>County Department</th>
<th>DESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOB Point</td>
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<table>
<thead>
<tr>
<th>Terms</th>
<th>Basis of Price</th>
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<tbody>
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<td>Annual Price</td>
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</tbody>
</table>

Not-to-Exceed Price $377,268.10 ✓ if Reasonable Expenses are authorized in addition to Hourly Rate

<table>
<thead>
<tr>
<th>Contractor Contact Information</th>
<th>County Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td>Project Manager</td>
</tr>
<tr>
<td>Chico Community Shelter Partnership</td>
<td>Staci Parisi</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>101 Silver Dollar Way</td>
<td>P.O. Box 1649</td>
</tr>
<tr>
<td>Chico, CA 95928</td>
<td>Oroville, CA 95965</td>
</tr>
<tr>
<td>Telephone (530) 891-9048</td>
<td>Telephone (530) 538-3737</td>
</tr>
<tr>
<td>Facsimile or Email <a href="mailto:joy@torresshelter.org">joy@torresshelter.org</a></td>
<td>Facsimile or Email <a href="mailto:sparisi@buttecounty.net">sparisi@buttecounty.net</a></td>
</tr>
</tbody>
</table>

**WHEREAS**, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

**WHEREAS**, Contractor possesses the necessary qualifications to perform the work described herein.

**NOW THEREFORE BE IT AGREED** between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions
- Attachment II – Standard Insurance Requirements
- Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Typed or Printed Name ___________________________ Signature ___________________________ Date ___________________________

This Contract and the above listed Attachments represent the entire undertaking between the parties.

**COUNTY**

Steve Lambert, Chair Date
Butte County Board of Supervisors

**CONTRACTOR**

Joy Amaro, Executive Director Date
Chico Community Shelter Partnership

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

By ___________________________ Date ___________________________

REVIEWED AS TO FORM
BRUCE S. ALPERT Date
Butte County Counsel

By ___________________________ Date ___________________________
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a 14 day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor’s Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Contract until such time that the amendment is entered into.
ATTACHMENT II

INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO's Commercial Automobile Liability coverage form CA 00 01.
   1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
   2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage may be provided in lieu of Commercial Automobile Liability Insurance.

3) Workers' Compensation Insurance: As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.
SCOPE OF WORK

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 of California established the Homeless Emergency Aid Program (“HEAP”). HEAP is administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (Agency). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to address the immediate homeless challenges.

As a subcontractor of Butte County (County) administering services with HEAP funds, Chico Community Shelter Partnership (Contractor) shall comply with, and be subject to, all terms and conditions of the contract between the County and Agency, mentioned by this reference only, that are applicable to this contract. Contractor shall have the right to obtain a copy of the contract between the County and Agency at any time.

Purpose:

The general purpose of this contract is to provide 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 Butte County. Eligible uses, which include, but are not limited to, one or more of the following:

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

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

CONTRACTOR RESPONSIBILITY

Contractor will operate a day center at the Torres Community Shelter located at 101 Silver Dollar Way in Chico, CA. The day center will provide social emotional connection, meet basic human needs, and connect people to resources that will enable them to meet their full potential, with the goal of exiting into permanent housing.

The day center will be in operation from 8:00 am – 4:30 pm to supplement the current operating hours of the shelter.

All household types and specific populations are eligible for this program with the following exceptions:

- Unaccompanied minors under the age of 18 years
- Registered sex offenders
- Arsonists

Applicants will be assessed via the Coordinated Entry System and prioritized based on their vulnerability and need. Once services have been accessed, participants are allowed to return for shelter services the following day based on a first come, first served basis. This process continues until permanent supportive housing is obtained, as long as the participant returns daily.
The following supportive services will be provided at the day center:

- Case management
- Access to a Butte County clinician
- Parenting classes
- Alcoholics Anonymous and Narcotics Anonymous
- Kids club
- Gardening
- Computer literacy
- Life skill classes
- Individualized services on an as needed basis
- Financial assistance subject to the terms and conditions of the Department of Housing and Urban Development Rapid Rehousing program which typically include: first month’s rent; security deposit; utility deposit; utility arrears; and may include other sustainable factors.

Contractor will employ 5 Full Time Equivalent Monitors to operate day services.

Contractor will serve approximately 1,000 unduplicated participants during the term of this agreement.

**Contractor Milestones:**

1) Effective Date, Commencement of Work and Completion Dates:

   A. This Contract is effective May 21, 2019, which is indicated in the variable information table on page one of the contract.

   B. Contractor must contractually obligate no less than 50 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 the County who will then return the funds to the Agency to be reverted to the General Fund. “Obligate” means that the Contractor 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. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in the Scope of Work and that the Scope of Work will be provided for the full term of this Contract.

**Meetings:**

Contractor shall schedule quarterly meetings with the County Project Manager to provide status updates on the Program. Meetings shall include written information addressing the reporting referenced in Contractor Reports.

**County Project Manager:**

The County’s Project Manager for this Contract is listed below. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this contract shall be mailed by first class mail to the following address:

Project Manager: Staci Parisi, Administrative Analyst Senior  
Address: P.O. Box 1649, Oroville, CA 95965  
Phone: (530) 538-3737  
Email: sparisi@buttecounty.net
Contractor Reports:

1) Reporting/Audits:

A. Contractor shall submit an annual report to the County on forms provided by the County by a date to be specified by the County. If the Contractor fails to provide such documentation, the County may disencumber any portion of the amount authorized by this Contract with a 14-day written notification. The Contractor shall also submit a final report to the County after the end of the grant term by a date to be specified by the County.

B. Each annual report shall contain detailed information reporting on the following:
   2. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
   3. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
   4. Increases in capacity for new and existing programs.
   5. The number of unsheltered homeless persons becoming sheltered.
   6. The number of homeless persons entering permanent housing.

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 the County’s Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them. The Contractor must also comment on the following:
   1. Progress made toward local homelessness goals.
   2. The alignment between HEAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
   3. Any other effects from HEAP funding that the Contractor deems notable or identifies as contributing to the County’s overall effort to end homelessness.

C. The County reserves the right to perform or cause to be performed a financial audit. At the County’s request, the Contractor 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 the County, the audit shall be performed by an independent certified public accountant.
   2. The Contractor shall notify the County of the auditor’s name and address immediately after the selection has been made. The contract for the audit shall allow access by the County to the independent auditor’s working papers.
   3. The Contractor is responsible for the completion of audits and all costs preparing audits.
   4. If there are audit findings, the Contractor must submit a detailed response acceptable to the County for each audit finding within 90 days from the date of the audit finding report.
Other Contractor Requirements:

1) Retention and Inspection of Records:

   A. The Contractor agrees that the County or its designee and/or the Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to provide the County or its designee and/or the Agency or its designee, with any relevant information requested. The Contractor agrees to permit the County or its designee and/or the Agency 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 Contract.

   B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of the County’s Agreement with the Agency.
      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.

2) Breach and Remedies:

   A. The following shall each constitute a breach of this Contract:
      1. Contractor’s failure to comply with the terms or conditions of this Contract.
      2. Use of, or permitting the use of, HEAP funds provided under this Contract for any ineligible activities.
      3. Any failure to comply with the deadlines set forth in this Contract.

   B. In addition to any other remedies that may be available to the County in law or equity for breach of this Contract, the County may:
      1. Bar the Contractor from applying for future HEAP funds;
      2. Revoke any other existing HEAP award(s) to the Contractor;
      3. Require the return of any unexpended HEAP funds disbursed under this Contract;
      4. Require repayment of HEAP funds disbursed and expended under this Contract;
      5. Require the immediate return to the County of all funds derived from the use of HEAP funds including, but not limited to recapturing 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 Contract or any law.
      8. All remedies available to the County are cumulative and not exclusive.
      9. The County may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

3) Nondiscrimination:

   During the performance of this Contract, Contractor 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. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor 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.

4) 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 received 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 State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor 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.

5) Drug-Free Workplace Certification:
Certification of Compliance: By signing this Contract, Contractor, 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. Contractor’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 Contract:
   1. Will receive a copy of Contractor’s drug-free policy statement, and
   2. Will agree to abide by terms of Contractor’s condition of employment or subcontract.

6) Child Support Compliance Act:
For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The Contractor 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 Contractor, 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.

7) Special Conditions – Contractors/Subcontractor:
The Contractor agrees to comply with all conditions of this Contract including the Special Conditions set forth in section titled “Special Terms and Conditions – HEAP” below. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Contract and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Contract.

A. The Contract between the Contractor and any Subcontractor shall require the Contractor 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 Contractor or any Subcontractor in performing the Work or any part of it.
   4. Agree to include all the terms of this Contract in each subcontract.

8) Compliance with State and Federal Laws, Rules, Guidelines and Regulations:
The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to the 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 Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting and such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to County and/or Agency upon request.
9) Inspections:

A. County and/or Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Contract.

B. The County reserves the right 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 Contractor until it is corrected.

10) Litigation:

A. If any provision of this Contract, or an underling obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Contract and the remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed severable.

B. The Contractor shall notify County and Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Contract, the County, or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Contract and the interests of the County and Agency.

11) Special Terms and Conditions – HEAP:

A. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities.

B. 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).

Contractor Compensation:

Contractor shall adhere to the following budget. The County reserves the right, and the Contractor agrees, to extinguish and replace this budget via written amendment if funding is modified or reduced.

Budget Detail:
Consistent with the application submitted by the Contractor the funds shall be dispersed following eligible activities:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Services*</td>
<td>$373,495.42</td>
</tr>
<tr>
<td>B. Rental Assistance or Subsidies</td>
<td>$0.00</td>
</tr>
<tr>
<td>C. Capital Improvements</td>
<td>$0.00</td>
</tr>
<tr>
<td>D. Homeless Youth Set-Aside</td>
<td>$0.00</td>
</tr>
<tr>
<td>E. Administrative Costs</td>
<td>$3,772.68</td>
</tr>
<tr>
<td>F. Other</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$377,268.10</td>
</tr>
</tbody>
</table>
Section A Budget Detail* | HEAP Amount
---|---
**Personnel Services:** |  
Salaries | $269,147.00  
Fringe Benefits | $50,226.00  
Other Employee Benefits | $0.00  
**Subtotal - Personnel Services** | $319,373.00  
Supplies: |  
Office Supplies | $0.00  
Operating Supplies | $17,785.00  
Repairs & Maintenance Supplies | $0.00  
**Subtotal – Supplies** | $17,785.00  
**Other Services & Charges:** |  
Expert & Consultant Services | $0.00  
Contractual Employment | $0.00  
Data Processing | $0.00  
Other Professional Services | $0.00  
Telephone | $0.00  
Postage | $0.00  
Automobile Expense | $0.00  
Convention & Travel | $0.00  
Advertising | $0.00  
Printing & Duplicating | $0.00  
Insurance | $0.00  
Public Utility Services | $21,413.00  
Repairs & Maintenance | $14,924.42  
Rentals – Buildings | $0.00  
Rentals – Equipment | $0.00  
Education Expense | $0.00  
Capital Purchase | $0.00  
Other Miscellaneous Expenses | $0.00  
**Subtotal – Other Services & Charges** | $36,337.42  
**Total Services Expenditures** | $373,495.42

Line items may be shifted within budget sub sections only (sub sections are: Personnel; Supplies; and Other Services & Charges). Line item shifts exceeding 10% of the contract maximum will require a written amendment to this agreement.

No increases shall be made to Administrative Costs.

HEAP funds for Personnel Services shall be reimbursed monthly based on actual payroll costs incurred during the previous month. Maximum amount payable for Personnel Services shall not exceed $319,373.00 over the term of this agreement.

The County shall make payments to the Contractor upon receipt of an approved Butte County General Claim form (mentioned here by reference only), submitted monthly for services provided during the preceding month. The claim form shall be accompanied by invoices for actual costs with complete back-up documentation showing all expenditures being claimed. Reimbursement shall be made after invoice is received, reviewed and approved by the County Project Manager.

Completed claim forms shall be sent to the County Project Manager at the address indicated on page one of this Agreement in the variable information table.

Budget Changes:
After the effective date of this Contract, the Contractor agrees that no changes shall be made to the Contractor's HEAP budget without first obtaining approval from the County. Any changes to this contract must be requested by the Contractor in writing through submission of a Change Request Form to County. Changes will be approved by the County as a written amendment.
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 Grant and the eligible uses identified in Health and Safety Code Section 50214.

The County 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 contract. If HEAP funds are used to pay for ineligible activities, the Contractor shall be required to reimburse these funds to the county.

A. An expenditure which is not authorized by this contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the County by the Contractor.

B. Expenditures for activities not described within the Budget Detail above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are approved in writing by amendment by the County prior to the expenditure of funds for those activities.

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

Contractor’s Application for Funds:
Contractor has submitted to the County 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). The County is entering into this Contract on the basis of, and in substantial reliance upon, Contractor’s facts, information, assertions and representations contained in the application, and in any subsequent modifications or additions thereto approved by the County.

Contractor warrants that all information, facts, assertion and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor’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 the County’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Contract, then the County may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

COUNTY RESPONSIBILITY

1) Attend quarterly site visit meetings.
2) Monitor the Contractor’s performance in meeting Scope of Work requirements.
3) Collect and submit Reporting Requirements as the acting Administrative Entity.
4) Compensate the Contractor according to contractual agreement.
This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

VARIABLE INFORMATION TABLE

<table>
<thead>
<tr>
<th>Term of This Contract</th>
<th>Term Begins</th>
<th>Term Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>√ Below</td>
<td>On Following Date 05/21/2019</td>
<td>On Following Date 06/30/2021</td>
</tr>
<tr>
<td>□ Upon Date Notice to Proceed Received</td>
<td>□ Calendar Days Following Receipt of Notice to Proceed</td>
<td></td>
</tr>
<tr>
<td>□ Upon Last Date Executed by County</td>
<td>□ Calendar Days Following Execution of Contract by County</td>
<td></td>
</tr>
</tbody>
</table>

County Department | DESS
FOB Point

Terms

Term of This Contract (Complete Dates in Just One of the Following Three Rows)

Basis of Price (Do Not √ More Than One of the Following Four Blocks)

Price

- Fixed Price
- Annual Price
- Monthly Price
- Hourly Rate

Not-to-Exceed Price $455,043.58 √ if Reasonable Expenses are authorized in addition to Hourly Rate

Contractor Contact Information

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Chico Housing Action Team</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>P.O. Box 4868</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
<td>Chico, CA 95927</td>
</tr>
<tr>
<td>Telephone</td>
<td>(530) 520-6412</td>
</tr>
<tr>
<td>Facsimile or Email</td>
<td><a href="mailto:Leslie4chat@gmail.com">Leslie4chat@gmail.com</a></td>
</tr>
</tbody>
</table>

Project Manager | Staci Parisi
Address | P.O. Box 1649
City, State & ZIP | Oroville, CA 95965
Telephone | (530) 538-3737
Facsimile or Email | sparisi@buttecounty.net

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions
Attachment II – Standard Insurance Requirements
Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Typed or Printed Name __________________________ Signature __________________________ Date ________________

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

Steve Lambert, Chair
Butte County Board of Supervisors

CONTRACTOR

Leslie Johnson, Secretary/Executive Director
Chico Housing Action Team

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By __________________________ Date ________________ By __________________________ Date ________________
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a 14 day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor’s Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Contract until such time that the amendment is entered into.
ATTACHMENT II
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO’s Commercial Automobile Liability coverage form CA 00 01.

   1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

   2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage may be provided in lieu of Commercial Automobile Liability Insurance.

3) Workers’ Compensation Insurance: As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.
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 of California established the Homeless Emergency Aid Program ("HEAP"). HEAP is administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (Agency). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to address the immediate homeless challenges.

As a subcontractor of Butte County (County) administering services with HEAP funds, Chico Housing Action Team (Contractor) shall comply with, and be subject to, all terms and conditions of the contract between the County and Agency, mentioned by this reference only, that are applicable to this contract. Contractor shall have the right to obtain a copy of the contract between the County and Agency at any time.

**Purpose:**

The general purpose of this contract is to provide 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 Butte County. Eligible uses, which include, but are not limited to, one or more of the following:

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

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below.

**CONTRACTOR RESPONSIBILITY**

Contractor shall provide a “Housing First” supportive housing program for families in Butte County who are experiencing homelessness. “Housing First” is a recovery oriented approach to ending homelessness that centers on quickly moving people experiencing homelessness into independent and permanent housing and then providing additional supports and services as needed. The program will locate housing and pay rental costs for up to 26 months, during which time the residents will be provided services to assist them in becoming financially secure and able to continue in housing by way of employment, government benefits, or another regular source of income.

The target population will be families from the coordinated entry community queue, ranked in accordance with Homeless Management Information System (HMIS) procedures. Selected participants must have at least one minor child in the home (either part time or full time) upon entry into the program, and family size must be compatible with the housing options available through the program. The families are not required to have income, to be sober, or to meet any other specific criteria in order to participate in the program.

Household types and/or specific populations eligible for this project include: families with children; seniors (60+ years); veterans; domestic violence fleeing/victims/survivors; chronic homeless; medically fragile; people living with mental illness; and any family with minor children in the home, either full or part time.
Contractor will provide the following types of financial assistance to participants:

- Deposits or application fees
- Costs associated with moving
- Rental assistance (current only, non arrears)
- Utilities assistance (current only, non arrears)
- Flexible funds to reduce barriers to obtain and maintain housing

Contractor will operate the supportive housing program within the cities of Chico, Oroville and the unincorporated areas of Butte County.

Contractor will rent properties directly from landlords, and sublet to participants of the program.

Participants of the program will be offered the level of financial assistance necessary to enable them to pay no more than 30% of their income toward rent throughout the program period. If participants have no income, they will not be required to pay rent until such time as they have some income. Participants will report any changes in family income, and will recertify their income every 90 days. The program will provide rental assistance until the participants can pay the full amount of their rent while spending no more than 30% of their family income.

Contractor will work with each adult participant to determine how their monthly income can be increased, whether by obtaining public benefits, or by increasing job opportunities, and link them with community resources. This supports the program’s goal of ensuring that every client has a source of income sufficient to pay market rent, in order that they may retain housing stability over the long term.

Participants of the program will be asked to leave the program for behaviors that would warrant eviction in an ordinary residential tenancy outside this program, such as destruction of property, failure to pay their portion of the rent, violations of law that affect the tenancy, or repeatedly causing disturbances and complaints in the neighborhood. If feasible, the contractor will look for an alternative residence that might work better for the participants.

Contractor will use HEAP funding from this contract to pay for:

- Rent, utilities, and incidental expenses for operating 8 houses (or apartments or mobile homes)
- Salary for one Full Time Equivalent (FTE) program administrator to operate the program

Contractor will employ one FTE program administrator to operate the program, whose responsibilities will include:

- Promoting and publicizing the supportive housing program
- Reaching out to landlords to secure available houses, apartments, and mobile homes
- Reviewing potential candidates from the coordinated entry system,
- Interviewing and evaluating participant families to determine needs and appropriate services
- Working directly with residents on a weekly basis to connect them to needed services and treatments available in the community
- Collecting program data, reporting on program outcomes
- Supervising volunteers and interns

The program administrator will be educated in fair housing laws and engage in other training pertinent to the population served through this program.

Contractor shall use surplus funds from participant rental payments to rent additional houses and/or provide additional services.

Contractor will design and implement a survey with residents of the program to determine whether residents have suggestions about improvements to the project design, policies, and/or procedures.
**Contractor Milestones:**

1) **Effective Date, Commencement of Work and Completion Dates:**

   A. This Contract is effective May 21, 2019, which is indicated in the variable information table on page one of the contract.

   B. Contractor must contractually obligate no less than 50 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 the County who will then return the funds to the Agency to be reverted to the General Fund. “Obligate” means that the Contractor 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. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in the Scope of Work and that the Scope of Work will be provided for the full term of this Contract.

**Meetings:**

Contractor shall schedule quarterly meetings with the County Project Manager to provide status updates on the Program. Meetings shall include written information addressing the reporting referenced in Contractor Reports.

**County Project Manager:**

The County’s Project Manager for this Contract is listed below. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this contract shall be mailed by first class mail to the following address:

Project Manager: Staci Parisi, Administrative Analyst Senior  
Address: P.O. Box 1649, Oroville, CA 95965  
Phone: (530) 538-3737  
Email: sparisi@buttecounty.net

**Contractor Reports:**

1) **Reporting/Audits:**

   A. Contractor shall submit an annual report to the County on forms provided by the County by a date to be specified by the County. If the Contractor fails to provide such documentation, the County may disencumber any portion of the amount authorized by this Contract with a 14-day written notification. The Contractor shall also submit a final report to the County after the end of the grant term by a date to be specified by the County.

   B. Each annual report shall contain detailed information reporting on the following:

      2. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
      3. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
      4. Increases in capacity for new and existing programs.
      5. The number of unsheltered homeless persons becoming sheltered.
      6. The number of homeless persons entering permanent housing.
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 the County’s HMIS. Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them. The Contractor must also comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between HEAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HEAP funding that the Contractor deems notable or identifies as contributing to the County’s overall effort to end homelessness.

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

Other Contractor Requirements:

1) Retention and Inspection of Records:

A. The Contractor agrees that the County or its designee and/or the Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to provide the County or its designee and/or the Agency or its designee, with any relevant information requested. The Contractor agrees to permit the County or its designee and/or the Agency 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 Contract.

B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of the County’s Agreement with the Agency.

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.
2) Breach and Remedies:
   A. The following shall each constitute a breach of this Contract:
      1. Contractor’s failure to comply with the terms or conditions of this Contract.
      2. Use of, or permitting the use of, HEAP funds provided under this Contract for any ineligible activities.
      3. Any failure to comply with the deadlines set forth in this Contract.
   B. In addition to any other remedies that may be available to the County in law or equity for breach of this Contract, the County may:
      1. Bar the Contractor from applying for future HEAP funds;
      2. Revoke any other existing HEAP award(s) to the Contractor;
      3. Require the return of any unexpended HEAP funds disbursed under this Contract;
      4. Require repayment of HEAP funds disbursed and expended under this Contract;
      5. Require the immediate return to the County of all funds derived from the use of HEAP funds including, but not limited to recapturing 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 Contract or any law.
      8. All remedies available to the County are cumulative and not exclusive.
      9. The County may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

3) Nondiscrimination:
   During the performance of this Contract, Contractor 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. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor 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.

4) 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 received 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 State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor 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.

5) Drug-Free Workplace Certification:
Certification of Compliance: By signing this Contract, Contractor, 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. Contractor’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 Contract:
   1. Will receive a copy of Contractor’s drug-free policy statement, and
   2. Will agree to abide by terms of Contractor’s condition of employment or subcontract.

6) Child Support Compliance Act:
For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The Contractor 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 Contractor, 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.

7) Special Conditions – Contractors/Subcontractor:

The Contractor agrees to comply with all conditions of this Contract including the Special Conditions set forth in section titled “Special Terms and Conditions – HEAP” below. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Contract and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Contract.
A. The Contract between the Contractor and any Subcontractor shall require the Contractor 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 Contractor or any Subcontractor in performing the Work or any part of it.
   4. Agree to include all the terms of this Contract in each subcontract.

8) Compliance with State and Federal Laws, Rules, Guidelines and Regulations:
The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to the 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 Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to County and/or Agency upon request.

9) Inspections:
A. County and/or Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Contract.

B. The County reserves the right 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 Contractor until it is corrected.

10) Litigation:
A. If any provision of this Contract, or an underling obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Contract and the remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed severable.

B. The Contractor shall notify County and Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Contract, the County, or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Contract and the interests of the County and Agency.

11) Special Terms and Conditions – HEAP:
A. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities.

B. 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).
Contractor Compensation:

Contractor shall adhere to the following budget. The County reserves the right, and the Contractor agrees, to extinguish and replace this budget via written amendment if funding is modified or reduced.

Budget Detail:
Consistent with the application submitted by the Contractor the funds shall be dispersed following eligible activities:

A. Services: $ 0.00
B. Rental Assistance or Subsidies*: $ 451,458.00
C. Capital Improvements: $ 0.00
D. Homeless Youth Set-Aside: $ 0.00
E. Administrative Costs: $ 3,585.58
F. Other: $ 0.00
Total: $ 455,043.58

<table>
<thead>
<tr>
<th>Section B Budget Detail*</th>
<th>HEAP Amount</th>
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<tr>
<td><strong>Personnel Services:</strong></td>
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<tr>
<td>Salaries</td>
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<td>Fringe Benefits</td>
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<td>Other Employee Benefits</td>
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<td><strong>Subtotal - Personnel Services</strong></td>
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<tr>
<td>Supplies</td>
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<tr>
<td>Office Supplies</td>
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<tr>
<td>Operating Supplies</td>
<td>$0.00</td>
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<tr>
<td>Repairs &amp; Maintenance Supplies</td>
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<td><strong>Subtotal – Supplies</strong></td>
<td>$0.00</td>
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<tr>
<td><strong>Other Services &amp; Charges:</strong></td>
<td></td>
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<tr>
<td>Expert &amp; Consultant Services</td>
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<tr>
<td>Contractual Employment</td>
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<td>Data Processing</td>
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<td>Other Professional Services</td>
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<td>Postage</td>
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<tr>
<td>Automobile Expense</td>
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<tr>
<td>Convention &amp; Travel</td>
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<td>Advertising</td>
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<td>Printing &amp; Duplicating</td>
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<td>Insurance</td>
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<td>Education Expense</td>
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<td>Capital Purchase</td>
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<td>Other Miscellaneous Expenses</td>
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<td><strong>Subtotal – Other Services &amp; Charges</strong></td>
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<tr>
<td><strong>Total Rental Assistance or Subsidies Expenditures</strong></td>
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</table>

Line items may be shifted within budget sub sections only (sub sections are: Personnel; Supplies; and Other Services & Charges). Line item shifts exceeding 10% of the contract maximum will require a written amendment to this agreement.

No increases shall be made to Administrative Costs.
HEAP funds for Personnel Services shall be reimbursed monthly based on actual payroll costs incurred during the previous month. Maximum amount payable for Personnel Services shall not exceed $118,483.00 over the term of this agreement.

The County shall make payments to the Contractor upon receipt of an approved Butte County General Claim form (mentioned here by reference only), submitted monthly for services provided during the preceding month. The claim form shall be accompanied by invoices for actual costs with complete back-up documentation showing all expenditures being claimed. Reimbursement shall be made after invoice is received, reviewed and approved by the County Project Manager.

Completed claim forms shall be sent to the County Project Manager at the address indicated on page one of this Agreement in the variable information table.

Budget Changes:
After the effective date of this Contract, the Contractor agrees that no changes shall be made to the Contractor's HEAP budget without first obtaining approval from the County. Any changes to this contract must be requested by the Contractor in writing through submission of a Change Request Form to County. Changes will be approved by the County as a written amendment.

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 Grant and the eligible uses identified in Health and Safety Code Section 50214.

The County 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 contract. If HEAP funds are used to pay for ineligible activities, the Contractor shall be required to reimburse these funds to the county.

A. An expenditure which is not authorized by this contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the County by the Contractor.

B. Expenditures for activities not described within the Budget Detail above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are approved in writing by amendment by the County prior to the expenditure of funds for those activities.

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

Contractor's Application for Funds:
Contractor has submitted to the County 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). The County is entering into this Contract on the basis of, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in the application, and in any subsequent modifications or additions thereto approved by the County.

Contractor warrants that all information, facts, assertion and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor'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 the County's approval, disbursement, or monitoring of the funding and the grants or activities governed by this Contract, then the County may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.
COUNTY RESPONSIBILITY

1) Attend quarterly site visit meetings.
2) Monitor the Contractor’s performance in meeting Scope of Work requirements.
3) Collect and submit Reporting Requirements as the acting Administrative Entity.
4) Compensate the Contractor according to contractual agreement.
Youth For Change- HEAP
Capital Purchase for Homeless Youth

This Contract, dated as of the last date executed by the County of Butte, is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

**VARIABLE INFORMATION TABLE**

<table>
<thead>
<tr>
<th>Term of This Contract (Complete Dates in Just One of the Following Three Rows)</th>
<th>Term Begins</th>
<th>Term Completion Date</th>
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<tr>
<td>√</td>
<td>On Following Date</td>
<td>05/21/2019</td>
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<tr>
<td></td>
<td>Upon Date Notice to Proceed Received</td>
<td>Calendar Days Following Receipt of Notice to Proceed</td>
</tr>
<tr>
<td></td>
<td>Upon Last Date Executed by County</td>
<td>Calendar Days Following Execution of Contract by County</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County Department</th>
<th>DESS</th>
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</thead>
<tbody>
<tr>
<td>Terms</td>
<td>Basis of Price (Do Not √ More Than One of the Following Four Blocks)</td>
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<tr>
<td>Price</td>
<td>√ Fixed Price</td>
</tr>
<tr>
<td>Not-to-Exceed Price</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Contact Information</th>
<th>County Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td>Youth for Change</td>
</tr>
<tr>
<td>Address</td>
<td>P.O. Box 1476</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
<td>Paradise, CA 95967</td>
</tr>
<tr>
<td>Telephone</td>
<td>(530) 877-8187</td>
</tr>
<tr>
<td>Facsimile or Email</td>
<td><a href="mailto:njorth@youth4change.org">njorth@youth4change.org</a></td>
</tr>
<tr>
<td>Project Manager</td>
<td>Staci Parisi</td>
</tr>
<tr>
<td>Address</td>
<td>P.O. Box 1649</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
<td>Oroville, CA 95965</td>
</tr>
<tr>
<td>Telephone</td>
<td>(530) 538-3737</td>
</tr>
<tr>
<td>Facsimile</td>
<td><a href="mailto:sparisi@buttecounty.net">sparisi@buttecounty.net</a></td>
</tr>
</tbody>
</table>

**WHEREAS**, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

**WHEREAS**, Contractor possesses the necessary qualifications to perform the work described herein.

**NOW THEREFORE BE IT AGREED** between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions
- Attachment II – Standard Insurance Requirements
- Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements."

Typed or Printed Name __________________Signature________________Date_________________

This Contract and the above listed Attachments represent the entire undertaking between the parties.

**COUNTY**

Steve Lambert
Chair, Butte County Board of Supervisors

**CONTRACTOR**

Beth Parsons, Chief Operating Officer
Youth For Change

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

BRUCE S. ALPERT
Butte County Counsel

By __________________Signature________________Date_________________
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a 14 day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor’s Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Contract until such time that the amendment is entered into.
ATTACHMENT II
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO's Commercial Automobile Liability coverage form CA 00 01.
   1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
   2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage may be provided in lieu of Commercial Automobile Liability Insurance.

3) Workers’ Compensation Insurance: As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.
ATTACHMENT III
SCOPE OF WORK

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 of California established the Homeless Emergency Aid Program (“HEAP”). HEAP is administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (Agency). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to address the immediate homeless challenges.

As a subcontractor of Butte County (County) administering services with HEAP funds, Youth for Change (Contractor) shall comply with, and be subject to, all terms and conditions of the contract between the County and Agency, mentioned by this reference only, that are applicable to this contract. Contractor shall have the right to obtain a copy of the contract between the County and Agency at any time.

Purpose:

The general purpose of this contract is to provide 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 Butte County. Eligible uses, which include, but are not limited to, one or more of the following:

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

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

CONTRACTOR RESPONSIBILITY

The Contractor will purchase a 3 or 4-bedroom house or duplex to provide supportive housing to unaccompanied homeless youth between the ages of 18-24 years old. The duplex to be acquired is located in the neighborhood of the new Salvation Army Services Center near Chapman town in Chico, CA. This location will provide additional supports for the youth and allow for a quick timeline to occupancy. The Contractor projects a 60-day purchase process following the receipt of HEAP funds. Repairs and maintenance of the property are projected to take 90 days and will be reimbursed with HEAP funds as expenditures are made. The duplex will house 4-5 youth. Double occupancy will be an option in the master bedroom. The youth will receive assistance through temporary housing, money management, and independent living with the final goal of finding long term housing that is safe and stable. The Contractor will provide support through 6th Street Center for Youth and through fundraised dollars and donations to cover costs of utilities, amenities, furnishings and youth services.

As part of the capital acquisition, the Contractor will provide services to the homeless youth housed. These services will be monitored for the duration of the contract and will be used for the reports as outlined by the HEAP requirements. Transition Age Youth (TAY) tenant applicants will be located by pulling youth from the Butte County Homeless Management Information System (HMIS) Coordinated Entry System who have the highest vulnerability score. The application process will include the completion of an application form and an interview with the TAY Housing Panel which includes, at the minimum, one representative from the Contractor and one representative from Butte County Department of Behavioral Health (BCDBH). At time of intake into housing, youth will complete screening tools to gather a baseline from which to measure progress at regular intervals throughout the program. These tools include the Ansel Casey Life Skills, Mental Health, and Substance Abuse Assessments. All TAY tenants will have access to support services through 6th Street Center for Youth including, but not limited to the following:
- Educational advocacy
- Employment readiness skills
- Development of independent living skills
- Access mental and physical health services
- Referral to substance abuse prevention/treatment
- Applying for public benefits
- Linkage to free legal aid programs

The Contractor will also accept applications and referrals for homeless youth from BCDBH, The Jesus Center, Torres Shelter and CHAT. The Contractor will partner with BCDBH to provided mental health and substance abuse treatment as well as 24-hour crisis intervention to those youths who wish to access these services. The Contractor has the ability to partner with other internal agency programs such as In-Home Parenting and Therapeutic Behavioral Services as needed. 6th Street Center for Youth also partners and collaborates with many organizations, agencies, faith-based groups and community members including, but not limited to: Catalyst Domestic Violence Services, Stonewall Alliance, Butte County Public Health, Butte County Office of Education, Community Action Agency, CSU Chico, and Butte College that will benefit the youth.

One-part time Housing Support Specialist will be added to the Contractor's staff using other funding sources to provide intensive case management, transportation assistance, resource coordination, and life skills training for youth enrolled in the program. Each participant will work with the Housing Support Specialist to develop an individualized Transitional Living Plan outlining the goals and objectives identified by the youth with target dates for completion. An important component within each plan will include an individualized educational plan and an employment readiness plan. All youth will have the option of receiving ongoing counseling and/or therapy services through 6th Street Center for Youth during their stay. An important part of the plan is helping youth build a support system. The Housing Support Specialist will work with each youth to identify and develop a network of friends, family, teachers or other persons they trust for help, advice and emotional support.

All services are voluntary for youth that meet the TAY and Homeless definitions. The homeless youth will be provided with a "List of Service Options" and, after a two-week introduction period, can meet with a Case Manager, provided by the Contractor, to develop an individualized service plan. This timeline is flexible to meet the needs of individual youth that may be experiencing issues of mistrust and abandonment on the street. Youth have the option to terminate services at any time.

Formal income is not required for tenancy in this housing program. Youth with no income will have a 90-day grace period and assistance from the Housing Support Specialist to acquire some form of income. Youth will pay 30% of their income in rent to the Contractor which will be evaluated and adjusted on a quarterly basis.

All utilities will remain in the Contractor's name to ensure appropriate payment and avoid any loss of services. As the youth move through the program and gain confidence and success in budgeting, a gradual increase in contribution from the youth will go towards utilities. This process assists the youth in understanding the responsibilities of independent living while maintaining affordability in the program and within their own individual budgets.

Twenty-four-hour crisis support will be provided through the Contractor's on-call social workers and by the Butte County Department of Behavioral Health Crisis line.

Youth will not be considered for this housing project if they are unwilling to work on a transition plan for safety and stability or if they are over the age requirement to participate. Youth may be deferred from transitional housing if Case Managers are able to locate alternative safe housing options.

This program will work under a Harm Reduction Model and housing concerns will be based on behavior. Minors will be required to keep alcohol off the property and it will be requested of youth over the age of 21 as well, to ensure the safety of all youth in the house. All drug laws will be enforced. Youth will be allowed to have guests as long as their guests do not stay longer than two weeks. They are responsible for their guests and their guest's behaviors. They are required to keep the house safe for other roommates.
If safety is compromised by a tenant in the program, a team meeting will be arranged with the youth tenant, Housing Specialist, and any other youth identified support individuals. A Plan of Correction will be discussed and needed supports will be identified for success. A follow-up meeting will be scheduled to review the Plan of Correction and any additional concerns. Removal from the program will only occur if repeated and sustained safety issues continue.

Youth in housing are given multiple notices and opportunities to work on behavior. Team meetings help to identify supports and needs for each youth to be successful in housing. During their participation in the program the Housing Specialist will be assisting each youth tenant with developing natural supports and long-term housing options when they are no longer in transitional housing and/or transition is required. The Contractor will also assist with the physical move, applications and moving expenses when necessary.

Youth participating in housing will be encouraged to attend the Youth Advisory Board and inform the Butte County Homeless and Runaway Youth Task Force to provide feedback and ideas about programming. The Contractor will use Feedback Informed Treatment (FIT) for all services. Clients will be asked to complete a FIT evaluation scale at the end of each meeting or session. These FIT scores will encourage open dialogue about what participants feel is going well and what they feel needs to change.

The Contractor will offer a Client Satisfaction Survey to all youth on an annual basis. This anonymous survey provides feedback and directs continuous quality improvements for programs, policies and procedures. The program will be rated by the clients served. The results of the Client Satisfaction Survey are available to all youth and the Youth Advisory Board.

**Contractor Milestones:**

1) Effective Date, Commencement of Work and Completion Dates:

   A. This Contract is effective May 21, 2019, which is indicated in the variable information table on page one of the contract.

   B. Contractor must contractually obligate no less than 50 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 the County who will then return the funds to the Agency to be reverted to the General Fund. “Obligate” means that the Contractor 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. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in the Scope of Work and that the Scope of Work will be provided for the full term of this Contract.

**Meetings:**

Contractor shall schedule quarterly meetings with the County Project Manager to provide status updates on the Program. Meetings shall include written information addressing the reporting referenced in Contractor Reports.

**County Project Manager:**

The County’s Project Manager for this Contract is listed below. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this contract shall be mailed by first class mail to the following address:
Contractor Reports:

1) Reporting/Audits:
   A. Contractor shall submit an annual report to the County on forms provided by the County by a
date to be specified by the County. If the Contractor fails to provide such documentation, the
County may disencumber any portion of the amount authorized by this Contract with a 14-day
written notification. The Contractor shall also submit a final report to the County after the end
of the grant term by a date to be specified by the County.
   B. Each annual report shall contain detailed information reporting on the following:
      2. Unduplicated number of homeless persons or persons at imminent risk of
         homelessness served.
      3. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
      4. Increases in capacity for new and existing programs.
      5. The number of unsheltered homeless persons becoming sheltered.
      6. The number of homeless persons entering permanent housing.

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 the County’s HMIS. Additional
breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the
Contractor chooses to include them. The Contractor must also comment on the following:
   1. Progress made toward local homelessness goals.
   2. The alignment between HEAP funding priorities and "Housing First" principles
      adopted by the Homeless Coordinating and Financing Council.
   3. Any other effects from HEAP funding that the Contractor deems notable or identifies
      as contributing to the County’s overall effort to end homelessness.

C. The County reserves the right to perform or cause to be performed a financial audit. At the
County’s request, the Contractor 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 the County, the audit shall be performed by an
      independent certified public accountant.
   2. The Contractor shall notify the County of the auditor’s name and address immediately
      after the selection has been made. The contract for the audit shall allow access by
      the County to the independent auditor’s working papers.
   3. The Contractor is responsible for the completion of audits and all costs preparing
      audits.
   4. If there are audit findings, the Contractor must submit a detailed response acceptable
      to the County for each audit finding within 90 days from the date of the audit finding
      report.
Other Contractor Requirements:

1) Retention and Inspection of Records:

   A. The Contractor agrees that the County or its designee and/or the Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to provide the County or its designee and/or the Agency or its designee, with any relevant information requested. The Contractor agrees to permit the County or its designee and/or the Agency 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 Contract.

   B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of the County’s Agreement with the Agency.

      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.

2) Breach and Remedies:

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

      1. Contractor’s failure to comply with the terms or conditions of this Contract.
      2. Use of, or permitting the use of, HEAP funds provided under this Contract for any ineligible activities.
      3. Any failure to comply with the deadlines set forth in this Contract.

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

      1. Bar the Contractor from applying for future HEAP funds;
      2. Revoke any other existing HEAP award(s) to the Contractor;
      3. Require the return of any unexpended HEAP funds disbursed under this Contract;
      4. Require repayment of HEAP funds disbursed and expended under this Contract;
      5. Require the immediate return to the County of all funds derived from the use of HEAP funds including, but not limited to recapturing 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 Contract or any law.
      8. All remedies available to the County are cumulative and not exclusive.

   9. The County may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

3) Nondiscrimination:

During the performance of this Contract, Contractor 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. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors
shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor 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.

4) 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 received 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 State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor 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.

5) Drug-Free Workplace Certification:
Certification of Compliance: By signing this Contract, Contractor, 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. Contractor’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 Contract:
   1. Will receive a copy of Contractor’s drug-free policy statement, and
   2. Will agree to abide by terms of Contractor’s condition of employment or subcontract.

6) Child Support Compliance Act:
For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

   A. The Contractor 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 Contractor, 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.

7) Special Conditions – Contractors/Subcontractor:
The Contractor agrees to comply with all conditions of this Contract including the Special Conditions set forth in section titled “Special Terms and Conditions – HEAP” below. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Contract and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Contract.

   A. The Contract between the Contractor and any Subcontractor shall require the Contractor 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 Contractor or any Subcontractor in performing the Work or any part of it.
      4. Agree to include all the terms of this Contract in each subcontract.

8) Compliance with State and Federal Laws. Rules. Guidelines and Regulations:
The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to the 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 Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting and such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to County and/or Agency upon request.

9) Inspections:
   A. County and/or Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Contract.
B. The County reserves the right 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 Contractor until it is corrected.

10) Litigation:

A. If any provision of this Contract, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Contract and the remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed severable.

B. The Contractor shall notify County and Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Contract, the County, or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Contract and the interests of the County and Agency.

11) Special Terms and Conditions – HEAP:

A. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities.

B. 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).

Contractor Compensation:

Contractor shall adhere to the following budget. The County reserves the right, and the Contractor agrees, to extinguish and replace this budget via written amendment if funding is modified or reduced.

Budget Detail:
Consistent with the application submitted by the Contractor the funds shall be dispersed following eligible activities:

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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>A. Services</td>
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<tr>
<td>B. Rental Assistance or Subsidies</td>
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<tr>
<td>C. Capital Improvements</td>
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<tr>
<td>D. Homeless Youth Set-Aside*</td>
<td>$ 309,000.00</td>
</tr>
<tr>
<td>E. Administrative Costs</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>F. Other</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$ 309,000.00</td>
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## Section D Budget Detail*

<table>
<thead>
<tr>
<th>Personnel Services:</th>
<th>HEAP Amount</th>
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<tbody>
<tr>
<td>Salaries</td>
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<tr>
<td>Fringe Benefits</td>
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<tr>
<td>Other Employee Benefits</td>
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<tr>
<td><strong>Subtotal - Personnel Services</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplies:</th>
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</thead>
<tbody>
<tr>
<td>Office Supplies</td>
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<tr>
<td>Operating Supplies</td>
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<tr>
<td>Repairs &amp; Maintenance Supplies</td>
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<tr>
<td><strong>Subtotal – Supplies</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Services &amp; Charges:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Expert &amp; Consultant Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Contractual Employment</td>
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</tr>
<tr>
<td>Data Processing</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Professional Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone</td>
<td>$0.00</td>
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<tr>
<td>Postage</td>
<td>$0.00</td>
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<tr>
<td>Automobile Expense</td>
<td>$0.00</td>
</tr>
<tr>
<td>Convention &amp; Travel</td>
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<tr>
<td>Advertising</td>
<td>$0.00</td>
</tr>
<tr>
<td>Printing &amp; Duplicating</td>
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</tr>
<tr>
<td>Insurance</td>
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<tr>
<td>Public Utility Services</td>
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<td>Repairs &amp; Maintenance</td>
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<td>Rentals – Buildings</td>
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<td>Rentals – Equipment</td>
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<td>Education Expense</td>
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<td>Capital Purchase</td>
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<tr>
<td>Other Miscellaneous Expenses</td>
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</tr>
<tr>
<td><strong>Subtotal – Other Services &amp; Charges</strong></td>
<td><strong>$309,000.00</strong></td>
</tr>
</tbody>
</table>

| **Total Homeless Youth Set-Aside Expenditures** | **$309,000.00** |

Line items may be shifted within budget sub sections only (sub sections are: Personnel; Supplies; and Other Services & Charges). Line item shifts exceeding 10% of the contract maximum will require a written amendment to this agreement.

HEAP funds for the Capital Purchase acquisition will be disbursed in a single allocation upon contract execution and verification of cost.

The County shall make payments to the Contractor upon receipt of an approved Butte County General Claim form (mentioned here by reference only), submitted monthly for services provided during the preceding month. The claim form shall be accompanied by invoices for actual costs with complete back-up documentation showing all expenditures being claimed. Reimbursement shall be made after invoice is received, reviewed and approved by the County Project Manager.

Budget Changes:
After the effective date of this Contract, the Contractor agrees that no changes shall be made to the Contractor's HEAP budget without first obtaining approval from the County. Any changes to this contract must be requested by the Contractor in writing through submission of a Change Request Form to County. Changes will be approved by the County as a written amendment.

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 Grant and the eligible uses identified in Health and Safety Code Section 50214.
The County 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 contract. If HEAP funds are used to pay for ineligible activities, the Contractor shall be required to reimburse these funds to the county.

A. An expenditure which is not authorized by this contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the County by the Contractor.

B. Expenditures for activities not described within the Budget Detail above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are approved in writing by amendment by the County prior to the expenditure of funds for those activities.

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

Contractor’s Application for Funds:
Contractor has submitted to the County 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). The County is entering into this Contract on the basis of, and in substantial reliance upon, Contractor’s facts, information, assertions and representations contained in the application, and in any subsequent modifications or additions thereto approved by the County.

Contractor warrants that all information, facts, assertion and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor’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 the County’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Contract, then the County may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

COUNTY RESPONSIBILITY

1) Attend quarterly site visit meetings.
2) Monitor the Contractor’s performance in meeting Scope of Work requirements.
3) Collect and submit Reporting Requirements as the acting Administrative Entity.
4) Compensate the Contractor according to contractual agreement.
Youth for Change- HEAP  
Transitional Age Youth Apartments

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as “County”, and the Contractor indicated in the variable information table below, hereinafter referred to as “Contractor.”

<table>
<thead>
<tr>
<th>VARIABLE INFORMATION TABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term of This Contract (Complete Dates in Just One of the Following Three Rows)</td>
</tr>
<tr>
<td>√ Below Term Begins</td>
</tr>
<tr>
<td>On Following Date</td>
</tr>
<tr>
<td>Upon Date Notice to Proceed Received</td>
</tr>
<tr>
<td>Upon Last Date Executed by County</td>
</tr>
<tr>
<td>County Department</td>
</tr>
<tr>
<td>FOB Point</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Terms</th>
<th>Basis of Price (Do Not √ More Than One of the Following Four Blocks)</th>
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<tbody>
<tr>
<td>Price</td>
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<tr>
<td>Not-to-Exceed Price</td>
<td>$60,600.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Contact Information</th>
<th>County Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td>Youth for Change</td>
</tr>
<tr>
<td>Address</td>
<td>P.O. Box 1476</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
<td>Paradise, CA 95967</td>
</tr>
<tr>
<td>Telephone</td>
<td>(530) 877-8187</td>
</tr>
<tr>
<td>Facsimile or Email</td>
<td><a href="mailto:njorth@youth4change.org">njorth@youth4change.org</a></td>
</tr>
<tr>
<td>Project Manager</td>
<td>Staci Parisi</td>
</tr>
<tr>
<td>Address</td>
<td>P.O. Box 1649</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
<td>Oroville, CA 95965</td>
</tr>
<tr>
<td>Telephone</td>
<td>(530) 538-3737</td>
</tr>
<tr>
<td>Facsimile</td>
<td><a href="mailto:sparisi@buttecounty.net">sparisi@buttecounty.net</a></td>
</tr>
</tbody>
</table>

WHEREAS, County, through the County Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions
Attachment II – Standard Insurance Requirements
Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Typed or Printed Name ______________________ Signature ___________________ Date __________

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

Steve Lambert ______________________ Date __________
Chair, Butte County Board of Supervisors

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

CONTRACTOR

Beth Parsons, Chief Operating Officer Date __________
Youth For Change

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By ______________________ Date __________
ATTACHMENT I
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III – Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses are authorized in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the Contractor.

3. **County Project Manager.** The County project manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Confidentiality and Ownership.** The COUNTY retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the COUNTY by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the COUNTY. The parties agree that the COUNTY will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

6. **Termination.** This Contract may be terminated by either the County or Contractor by a 14 day written notice. Authorized costs incurred by the Contractor will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor’s negligence or willful misconduct.

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. At the very least, Contractor shall maintain the insurance coverages, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract.
10. **Contractor’s Standard of Care.** County has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Contract. Contractor hereby warrants that all of Contractor’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

11. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

12. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the County of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.

14. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

16. **No Delegation or Assignment:** Contractor shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Contract until such time that the amendment is entered into.
ATTACHMENT II
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO’s Commercial Automobile Liability coverage form CA 00 01.
   1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
   2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage may be provided in lieu of Commercial Automobile Liability Insurance.

3) Workers’ Compensation Insurance: As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.
ATTACHMENT III
SCOPE OF WORK

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 of California established the Homeless Emergency Aid Program (“ HEAP”). HEAP is administered by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (Agency). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to address the immediate homeless challenges.

As a subcontractor of Butte County (County) administering services with HEAP funds, Youth for Change (Contractor) shall comply with, and be subject to, all terms and conditions of the contract between the County and Agency, mentioned by this reference only, that are applicable to this contract. Contractor shall have the right to obtain a copy of the contract between the County and Agency at any time.

Purpose:

The general purpose of this contract is to provide 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 Butte County. Eligible uses, which include, but are not limited to, one or more of the following:

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

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

CONTRACTOR RESPONSIBILITY

Contractor will remodel two apartments located at 710 Walnut Street, Chico, CA to use to provide a transitional housing program for homeless Transitional Age Youth (TAY). Contractor is the owner of the apartments.

Contractor will replace fixtures, cabinets, flooring, walls, and make other necessary repairs to the two apartment units located at 710 Walnut Street.

Contractor will schedule repairs, which will be done consecutively on each apartment, allowing approximately six weeks per apartment.

Each apartment will house one TAY or TAY with their child/children. Up to four TAY residents will be served during the term of this agreement. Youth must be between 18-24 years, homeless, and willing to work on a transition plan for safety and stability to be eligible for the program.

Contractor will provide the following services to the residents of the apartments:

- Temporary housing
- Money management
- Independent living support services
Specific populations to be served include:

- Transitional Age Youth (TAY) (18-24 years) unaccompanied
- Single TAY females
- Single TAY males
- TAY living with mental illness
- TAY who are parenting

Eligible applicants will be selected from the Butte County Homeless Management Information System (HMIS) Coordinated Entry System. Those with the highest vulnerability score will receive priority. Applicants will be interviewed by the TAY Housing Panel which includes, at the minimum, one representative from Youth for Change and one representative from Butte County Department of Behavioral Health.

All participants will have access to support services through 6th Street Center for Youth including, but not limited to:

- Educational advocacy
- Employment readiness skills
- Development of independent living skills
- Mental and physical health services
- Referral to substance abuse prevention/treatment
- Applying for public benefits
- Linkage to free legal aid programs

Contractor shall provide a housing support specialist to provide intensive case management, transportation assistance, resource coordination, and life skills training for youth enrolled in the program. Each participant will work with the housing support specialist to develop an individualized Transitional Living Plan outlining the goals and objectives identified by the youth with target dates for completion. The plan will include an individualized education plan and an employment readiness plan. The housing support specialist will work with each youth to identify and develop a natural support system of friends, family, teachers or other persons they trust and can seek out for help, advice, and emotional support.

Upon entry into the program, the housing support specialist will administer screening tools for each resident, including Ansel Casey Life Skills, Mental Health, and Substance Abuse assessments to be used as a baseline from which to measure progress at regular intervals throughout the program. Assessments will be completed at intake, every 6 months, and at exit.

Contractor will provide 24 hour crisis support through Contractor’s on-call social workers and the Butte County Department of Behavioral Health crisis line.

Contractor will provide transportation as necessary for appointments and activities.

Contractor will not allow drugs or alcohol on the property of the apartments. Guests are allowed to stay no longer than two weeks. Contractor will require tenants to keep the apartments safe for other tenants in the building. If safety is compromised by a tenant in the program, a plan of correction will be created to identify needed supports for success. Removal from the program will occur if repeated and sustained safety issues continue.

Tenants will pay 30% of their income in rent to the Contractor monthly. Rent will be evaluated and adjusted on a quarterly basis. Formal income is not required for participation in the program. Tenants will have a 90 day grace period and assistance from the housing support specialist to acquire some form of income.

Contractor shall conduct client satisfaction surveys annually. County shall have access to survey responses upon request.
**Contractor Milestones:**

1) Effective Date, Commencement of Work and Completion Dates:

   A. This Contract is effective May 21, 2019, which is indicated in the variable information table on page one of the contract.

   B. Contractor must contractually obligate no less than 50 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 the County who will then return the funds to the Agency to be reverted to the General Fund. “Obligate” means that the Contractor 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. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in the Scope of Work and that the Scope of Work will be provided for the full term of this Contract.

**Meetings:**

Contractor shall schedule quarterly meetings with the County Project Manager to provide status updates on the Program. Meetings shall include written information addressing the reporting referenced in Contractor Reports.

**County Project Manager:**

The County’s Project Manager for this Contract is listed below. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this contract shall be mailed by first class mail to the following address:

Project Manager: Staci Parisi, Administrative Analyst Senior  
Address: P.O. Box 1649, Oroville, CA  95965  
Phone: (530) 538-3737  
Email: sparisi@buttecounty.net

**Contractor Reports:**

1) Reporting/Audits:

   A. Contractor shall submit an annual report to the County on forms provided by the County by a date to be specified by the County. If the Contractor fails to provide such documentation, the County may disencumber any portion of the amount authorized by this Contract with a 14-day written notification. The Contractor shall also submit a final report to the County after the end of the grant term by a date to be specified by the County.

   B. Each annual report shall contain detailed information reporting on the following:

      2. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
      3. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
      4. Increases in capacity for new and existing programs.
      5. The number of unsheltered homeless persons becoming sheltered.
      6. The number of homeless persons entering permanent housing.
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 the County’s HMIS. Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them. The Contractor must also comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between HEAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HEAP funding that the Contractor deems notable or identifies as contributing to the County’s overall effort to end homelessness.

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

Other Contractor Requirements:

1) Retention and Inspection of Records:

A. The Contractor agrees that the County or its designee and/or the Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to provide the County or its designee and/or the Agency or its designee, with any relevant information requested. The Contractor agrees to permit the County or its designee and/or the Agency 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 Contract.

B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of the County’s Agreement with the Agency.

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.

2) Breach and Remedies:
A. The following shall each constitute a breach of this Contract:
   1. Contractor’s failure to comply with the terms or conditions of this Contract.
   2. Use of, or permitting the use of, HEAP funds provided under this Contract for any ineligible activities.
   3. Any failure to comply with the deadlines set forth in this Contract.

B. In addition to any other remedies that may be available to the County in law or equity for breach of this Contract, the County may:
   1. Bar the Contractor from applying for future HEAP funds;
   2. Revoke any other existing HEAP award(s) to the Contractor;
   3. Require the return of any unexpended HEAP funds disbursed under this Contract;
   4. Require repayment of HEAP funds disbursed and expended under this Contract;
   5. Require the immediate return to the County of all funds derived from the use of HEAP funds including, but not limited to recapturing 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 Contract or any law.
   8. All remedies available to the County are cumulative and not exclusive.
   9. The County may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

3) Nondiscrimination:
   During the performance of this Contract, Contractor 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. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor 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.

4) 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 received 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 State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor 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.

5) Drug-Free Workplace Certification:
Certification of Compliance: By signing this Contract, Contractor, 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. Contractor’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 Contract:

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

6) Child Support Compliance Act:
For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The Contractor 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 Contractor, 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.

7) Special Conditions – Contractors/Subcontractor:
The Contractor agrees to comply with all conditions of this Contract including the Special Conditions set forth in section titled “Special Terms and Conditions – HEAP” below. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Contract and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Contract.
A. The Contract between the Contractor and any Subcontractor shall require the Contractor 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 Contractor or any Subcontractor in performing the Work or any part of it.
   4. Agree to include all the terms of this Contract in each subcontract.

8) Compliance with State and Federal Laws. Rules. Guidelines and Regulations:
The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to the 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 Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Contract, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting and such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to County and/or Agency upon request.

9) Inspections:
   A. County and/or Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Contract.
   B. The County reserves the right 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 Contractor until it is corrected.

10) Litigation:
   A. If any provision of this Contract, or an underling obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Contract and the remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed severable.
   B. The Contractor shall notify County and Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Contract, the County, or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Contract and the interests of the County and Agency.

11) Special Terms and Conditions – HEAP:
   A. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities.
   B. 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).

**Contractor Compensation:**

Contractor shall adhere to the following budget. The County reserves the right, and the Contractor agrees, to extinguish and replace this budget via written amendment if funding is modified or reduced.

**Budget Detail:**
Consistent with the application submitted by the Contractor the funds shall be dispersed following eligible activities:

| A. Services: | $ 0.00 |
| B. Rental Assistance or Subsidies: | $ 0.00 |
| C. Capital Improvements: | $ 0.00 |
| D. Homeless Youth Set-Aside*: | $ 60,000.00 |
| E. Administrative Costs: | $ 600.00 |
| F. Other: | $ 0.00 |
| **Total:** | $ 60,600.00 |

<table>
<thead>
<tr>
<th><strong>Section D Budget Detail</strong></th>
<th><strong>HEAP Amount</strong></th>
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<tr>
<td><strong>Personnel Services:</strong></td>
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<td>Salaries</td>
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<td>Fringe Benefits</td>
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<td>Supplies</td>
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<td><strong>Subtotal – Supplies</strong></td>
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<td><strong>Other Services &amp; Charges:</strong></td>
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<td>Expert &amp; Consultant Services</td>
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<td><strong>Subtotal – Other Services &amp; Charges</strong></td>
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<tr>
<td><strong>Total Homeless Youth Set-Aside Expenditures</strong></td>
<td><strong>$60,000.00</strong></td>
</tr>
</tbody>
</table>

Line items may be shifted within budget sub sections only (sub sections are: Personnel; Supplies; and Other Services & Charges). Line item shifts exceeding 10% of the contract maximum will require a written amendment to this agreement.
No increases shall be made to Administrative Costs.

The County shall make payments to the Contractor upon receipt of an approved Butte County General Claim form (mentioned here by reference only), submitted monthly for services provided during the preceding month. The claim form shall be accompanied by invoices for actual costs with complete back-up documentation showing all expenditures being claimed. Reimbursement shall be made after invoice is received, reviewed and approved by the County Project Manager.

Completed claim forms shall be sent to the County Project Manager at the address indicated on page one of this Agreement in the variable information table.

Budget Changes:
After the effective date of this Contract, the Contractor agrees that no changes shall be made to the Contractor’s HEAP budget without first obtaining approval from the County. Any changes to this contract must be requested by the Contractor in writing through submission of a Change Request Form to County. Changes will be approved by the County as a written amendment.

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 Grant and the eligible uses identified in Health and Safety Code Section 50214.

The County 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 contract. If HEAP funds are used to pay for ineligible activities, the Contractor shall be required to reimburse these funds to the county.

A. An expenditure which is not authorized by this contract, or which cannot be adequately documented, shall be disallowed and must be reimbursed to the County by the Contractor.

B. Expenditures for activities not described within the Budget Detail above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are approved in writing by amendment by the County prior to the expenditure of funds for those activities.

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

Contractor’s Application for Funds:
Contractor has submitted to the County 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). The County is entering into this Contract on the basis of, and in substantial reliance upon, Contractor’s facts, information, assertions and representations contained in the application, and in any subsequent modifications or additions thereto approved by the County.

Contractor warrants that all information, facts, assertion and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor’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 the County’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Contract, then the County may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

COUNTY RESPONSIBILITY

1) Attend quarterly site visit meetings.
2) Monitor the Contractor’s performance in meeting Scope of Work requirements.
3) Collect and submit Reporting Requirements as the acting Administrative Entity.
4) Compensate the Contractor according to contractual agreement.