

**Regional Task Force on the Homeless
San Diego City and County CoC - 601**

Agreement Number
RTFH: HEAP 2019-CV01

**SUBCONTRACTOR AGREEMENT
Homeless Emergency Aid Program (HEAP)**

This Agreement is entered into between the Regional Task Force on the Homeless (RTFH), and the (subcontractor) City of Chula Vista.

The term of this agreement is: June 1, 2019 through May 31, 2020. This is a one year contract with the option of a one year renewal.

The maximum amount of this Grant Agreement is: \$ 452,979

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

Exhibit A:	Authority, Purpose and Scope of Work	5 pages
Exhibit B:	Budget Detail and Payment Provisions	5 pages
Exhibit C:	Terms and Conditions	11 pages
Exhibit D:	Special Terms and Conditions	2 pages

TOTAL NUMBER OF PAGES ATTACHED: 23 pages

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

Subcontractor's Name:

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

Address

REGIONAL TASK FORCE ON THE HOMELESS

By (Authorized Signature)

Date Signed

Tamera Kohler, CEO

Printed Name and Title of Person Signing

4699 Murphy Canyon Rd, San Diego, CA 92123

Address

**SUBCONTRACTOR AGREEMENT
EXHIBIT A**

Authority, Purpose and Scope of Work
Homeless Emergency Aid Program (HEAP)

1. Authority

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program (“HEAP” or “the Program” or “the Grant”). The Program is administered by the California Homeless Coordinating and Financing Council (“Council”) in the Business, Consumer Services and Housing Agency (“BCSH”). The Regional Task Force on the Homeless (“RTFH”) is the recognized Administrative Entity for the San Diego City and County Continuum of Care (CoC), as provided for by HEAP and defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to CoC’s to address their immediate homelessness challenges. The Subcontractor Agreement along with all of its exhibits (“Agreement”) is entered into by the RTFH and the Subcontractor under the authority of, and in furtherance of the Program’s purpose. In signing this Agreement, and thereby accepting this award of funds, the Subcontractor agrees to comply with the terms and conditions of the Agreement, the Request for Proposals (“RFP”) under which the Subcontractor applied, the representations contained in the Subcontractors application, and the requirements of the authority cited above.

2. Purpose

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

3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HEAP RFP, which is fully integrated and shall be interpreted to be fully set forth herein as part of this Agreement.

4. Scope of Work

The Scope of Work (“Work”) for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter

**SUBCONTRACTOR AGREEMENT
EXHIBIT A**

48, Statutes of 2018), for 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. Other

5. Agency Contract Coordinator

The RTFHs Contract Coordinator for this Agreement is the RTFH Director of Grants Management or designee. Unless otherwise instructed, any notice, report or other communication requiring the Subcontractor’s signature for this Agreement shall be mailed by first class mail and email to Jennifer Yost, Director of Grants Management at the following address:

Regional Task Force on the Homeless
4699 Murphy Canyon Road
San Diego, CA 95642
Jennifer.yost@rtfhdsd.org

6. Subcontractor’s Contract Coordinator

The Subcontractor’s Contract Coordinator (“Authorized Representative”) for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail and email to the Subcontractor’s Contract Coordinator at the following address:

Subcontractor’s Authorized Representative Name:	
Address:	
Phone:	
Email:	

**SUBCONTRACTOR AGREEMENT
EXHIBIT A**

7. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective June 1, 2019, upon approval by both the RTFH and the Subcontractor as listed on page one, lower left section, the Subcontractor Agreement, and signed by all parties.
- B. All HEAP grant funds must be at least 50 percent contractually obligated by January 1, 2020. One hundred percent of the Program funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the RTFH and further returned to BCSH and will then revert to the General Fund (See Health and Safety Code Section 50215).

8. Special Conditions

The RTFH reserves the right to add any special conditions to this Agreement that the RTFH deems necessary to ensure the goals of the Program are achieved, or if additional conditions or requirements are added by the State of CA.

[Detailed Scope of work is on following page(s)]

SUBCONTRACTOR AGREEMENT
EXHIBIT A
Detailed Scope of Work

INSERT SCOPE OF WORK HERE

SUBCONTRACTOR AGREEMENT
EXHIBIT A
Detailed Scope of Work

INSERT SCOPE OF WORK HERE

**SUBCONTRACTOR AGREEMENT
EXHIBIT B**

Budget Detail and Payment Provisions

1. Budget Detail

The Subcontractor agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges. The RTFH will authorize an advance of up to 20% of total funds prior to first billing. Full advance amount will be deducted from each quarterly billing as agreed upon by the RTFH and the Subcontractor.

Consistent with the application submitted by the Subcontractor in March 2019, the RTFH shall award funds in the form of a grant for the following eligible activities:

A. Capital Improvements:	\$ 0
B. Services: Other than Homeless Youth Set-Aside	\$452,979
C. Rental Assistance or Subsidies:	\$ 0
D. Homeless Youth Set-Aside:	\$ 0
E. Other:	\$ 0
TOTAL HEAP AWARD AMOUNT:	\$452,979

[Detailed Budget breakdown is on following page(s)]

Subcontractor's Initials _____

SUBCONTRACTOR AGREEMENT
EXHIBIT B
Budget Detail Breakdown

INSERT BUDGET HERE

SUBCONTRACTOR AGREEMENT
EXHIBIT B
Budget Detail Breakdown

INSERT BUDGET HERE

**SUBCONTRACTOR AGREEMENT
EXHIBIT B**

2. General Conditions Prior to Disbursement

General Requirements – All Subcontractors must submit the following forms prior to HEAP funds being released:

- A. Request for Funds Form (RFF) through ZoomGrants;
- B. Three original copies of the signed Subcontractor Agreement and initialed Exhibits A through D; and
- C. Any other documents, certifications, or evidence requested by the RTFH as part of the HEAP application.

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes. Health and Safety Code Section 50214 and 50215 mandate the following:

- A. One hundred percent of HEAP funds shall be expended by May 31, 2020.
- B. Any funds not expended by May 31, 2020 may be included in the following years renewed budget should the option to renew be executed by both parties, but is not guaranteed.

RTFH RFP mandates the following:

- A. No more than five (5) percent of the HEAP funds may be used for indirect costs related to the execution of eligible activities. The indirect cost rate will exclude Direct Client Financial Assistance or any other expenditure when necessary to avoid a serious inequity in the distribution of indirect costs. Exclusions include, but are not limited to: rental assistance, client flex funds, relocation, subcontract amounts or subrecipient contract amounts.

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

Even if it is for an eligible use under the agreement, the RTFH HEAP funds may not be expended prior to June 1, 2019. The Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all-over relevant provisions established under SB 850, the HEAP RFP, and these contract terms and are eligible in your scope of work and budget of this Agreement.

4. Reimbursement of Funds

The HEAP funds will be reimbursed to the Contractor upon receipt, review, and approval of the completed RFF by the RTFH for a check to be issued. The RFF must include the

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EXHIBIT B**

required documentation of activities and expenses of funds for expenditure under each eligible use in the approved budget. HEAP funds will be reimbursed Quarterly.

5. Budget Changes

After the effective date of this Agreement, the Subcontractor agrees that no changes shall be made to the Subcontractor's HEAP budget, funded homeless service providers, or eligible activities listed in the RFF without first obtaining written approval from the RTFH. Any changes to this Agreement must be requested by the Subcontractor in writing. Changes must be approved in writing by the RTFH.

6. Ineligible Costs

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214, the RTFH RFP, and are identified in your scope of work and budget of this agreement.

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

- A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed.
- B. The RTFH, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.

SUBCONTRACTOR AGREEMENT
EXHIBIT C
Terms and Conditions
Homeless Emergency Aid Program (HEAP)

1. Effective Date, Commencement of Work and Completion Dates

- A. This Agreement is effective upon approval by the RTFH, which is indicated by the signature provided by the RTFH in the lower left-hand corner of page one of the Subcontractor Agreement, when signed by all parties. The Subcontractor agrees that the work shall be completed by the expenditure date specified in Exhibit A.
- B. The RTFH must contractually obligate no less than fifty percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by the RTFH by June 30, 2021. Any funds not expended by June 30, 2021 shall be returned to BCSH and revert to the General Fund. "Obligate" means that the RTFH 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 received, and no invoices remain outstanding.
- C. The Subcontractor agrees that the work shall be completed by the expiration date specified in Exhibit A, Paragraph 6 and that the Scope of Work will be provided for the full term of this Agreement

2. Termination and Closeout

- A. The RTFH may terminate this Agreement at any time for cause by giving a minimum of 30 days' notice of termination, in writing, to the Subcontractor. Cause shall consist of: violations of any terms or conditions of this Agreement, or any breach of contract as described in Paragraph 7; violation of any Federal or State Laws or Regulations; or withdrawal of the RTFH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the RTFH, any unexpended funds received by the Subcontractor shall be returned to the RTFH within thirty days of the Notice of Termination.
- B. This Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

**SUBCONTRACTOR AGREEMENT
EXHIBIT C**

- C. **Closeout** will occur upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:
1. Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the RTFH);
 2. The Subcontractor shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program monitoring visit by the RTFH or its designee; and
 3. Closeout of funds will not occur unless all requirements are met and all outstanding issues with the Subcontractor have been resolved to the satisfaction of the RTFH.

The Subcontractors obligation to the RTFH shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the RTFH), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over HEAP funds, including program income.

3. Transfers

The Subcontractor may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the RTFH and a formal amendment to this Agreement to affect such subcontract or novation.

4. Subcontractor's Application for Funds

The Subcontractor has submitted to the RTFH 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 Subcontractor is entering into this Agreement on the basis of, and in substantial reliance upon, the Subcontractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the RTFH. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

The Subcontractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true,

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correct, and complete to the best of the Subcontractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the RTFH approval, reimbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then RTFH may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

5. Administrative Requirement for Financial Management

- A. Accounting Standards: The Grantee agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- B. Cost Principles: The Grantee shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

6. Reporting/Audits

- A. The Subcontractor shall submit Quarterly reports, first quarterly report due Sept 1, 2019 and quarterly thereafter; and an annual report to RTFH on forms provided by RTFH, by December 15, 2019 and December 15, 2020. If the Subcontractor fails to provide such documentation, RTFH may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The Subcontractor shall also submit a final report by September 15, 2021.
- B. The Quarterly reports and annual reports shall contain a detailed report containing the following:
 - 1. Amount of award with activity(ies);
 - 2. Contract expenditures;
 - 3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served;
 - 4. Number of instances of service (defined in September 5, 2018 HEAP NOFA);
 - 5. Increases in capacity for new and existing programs.
 - 6. The number of unsheltered homeless persons becoming sheltered; and
 - 7. The number of homeless persons entering permanent housing.
(May be reflected using a completed Logic Model)

Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above when applicable. The

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same information will also be requested specifically for the following subpopulations, based on priorities defined by the U. S. Department of Housing and Urban Development (HUD):

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

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

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

1. Progress made toward local homelessness goals;
 2. The alignment between HEAP funding programs and “Housing First” principles adopted by the Homeless Coordinating and Financing Council;
 3. Major Accomplishments and Success Stories; and
 4. Any other effects from HEAP funding that the Subcontractor would like to share (optional).
- C. The RTFH reserves the right to perform or cause to be performed a financial audit. At the request of the RTFH, the Subcontractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.
1. If a financial audit is required by the RTFH, the audit shall be performed by an independent certified public accountant.
 2. The Subcontractor shall notify the RTFH of the auditor’s name and address immediately after the selection has been made. The contract for the audit shall allow access by the RTFH to the independent auditor’s working papers.
 3. The Subcontractor is responsible for the completion of audits and all costs of preparing audits.
 4. If there are audit findings, the Subcontractor must submit a detailed response acceptable to the RTFH for each audit finding within 90 days from the date of the audit finding.

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7. Retention and Inspection of Records

- A. The Subcontractor agrees that the RTFH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Subcontractor agrees to provide the RTFH or its designee with any relevant information requested. The Subcontractor agrees to permit the RTFH 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, along with all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.
- B. The Subcontractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of this Agreement.
 - 1. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

8. Breach and Remedies

- A. The following shall each constitute a breach of this Agreement:
 - 1. The Subcontractor's failure to comply with the terms or conditions of this Agreement;
 - 2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities; and
 - 3. Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to the RTFH in law or equity for breach of this Agreement, the RTFH may:
 - 1. Bar the Subcontractor from applying for future HEAP funds;
 - 2. Revoke any other existing HEAP award(s) to the Subcontractor;
 - 3. Require the return of any unexpected HEAP funds disbursed under this Agreement;
 - 4. Require repayment of HEAP funds disbursed and expended under this Agreement;

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5. Require the immediate return to the RTFH of all funds derived from the use of HEAP funds including, but not limited to, recapture funds and returned funds;
 6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
 7. Seek such other remedies as may be available under this Agreement or any law.
- C. All remedies available to the RTFH are cumulative and not exclusive.
- D. The RTFH may give written notice to the Subcontractor to cure the breach or violation within a period of not less than 30 days.

9. Waivers

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

10. Nondiscrimination

During the performance of this Agreement, the Subcontractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The Subcontractors and its subcontractors shall ensure that the elevation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Subcontractor or its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Subcontractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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EXHIBIT C**

11. Conflict of Interest

All participants are subject to State and Federal conflict of interest laws, in addition to the RTFH Policy on conflicts of interest. 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 87100, Public Contract Code sections 10410 and 10411.

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left the State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. Employees of the Subcontractor: Employees of the Subcontractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to, any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

12. Drug-Free Workplace Certification

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

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- 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. The Subcontractor's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
 - 1. Will receive a copy of the Subcontractor's drug-free policy statement, and
 - 2. Will agree to abide by terms of the Subcontractor's condition of employment or subcontract.

13. Child Support Compliance Act

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

- A. The Subcontractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. To the best of its knowledge, the Subcontractor in full compliance 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.

14. Special Conditions – Contractors/Subcontractor

The Subcontractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of

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

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

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

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

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

16. Inspections

- A. The Subcontractor shall inspect any work performed hereunder to ensure that the work is and will be performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

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- B. The RTFH reserves the right to inspect any work performed hereunder to ensure that the work is and will be performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. Based on such inspections, the Subcontractor agrees to require that all work determined not to conform to the applicable requirements be corrected and to withhold payments to the subrecipients or subcontractor until it is corrected.

17. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the RTFH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- B. The Subcontractor shall notify the RTFH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the RTFH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the RTFH.
- C. This Agreement shall be interpreted under the laws of the State of California. Venue for any litigation involving the RTFH or this Agreement shall be the County of San Diego.

18. Indemnification

Except to the extent resulting from RTFH's gross negligence or willful misconduct in connection with RTFH's performing its obligations under this Agreement, Subcontractor shall indemnify, defend, save, and hold harmless the RTFH, its officers, Boardmembers, employees, and affiliates, its member agencies and their officers, Boardmembers, employees and affiliates (collectively the "Indemnified Parties") from and against any and all demands, costs, claims, causes of action, suits, fines, penalties, injuries, damages, including without limitation, personal injury damage (including death), damage to property, and any and all sums paid for settlement of claims, losses, liabilities (including, but not limited to, strict liability), judgments, and expenses (including, without limitation, reasonable attorneys' fees and expenses, filing and other court costs, consultant fees, and expert fees) incurred in connection with or arising from in any way: (1) this Agreement or Scope of Work; (2) any acts, omissions, or negligence of Subcontractor; or, (3) any claim of any beneficiary or employee of Subcontractor, including claims alleging breach or violation of such person's civil or legal rights. The foregoing indemnities shall survive the termination of the Agreement. If any action or proceeding is brought against Indemnified Parties by reason of

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any such indemnified claim as set forth above, Subcontractor, upon notice from RTFH, will defend the claim at Subcontractor's sole cost with counsel reasonably satisfactory to RTFH. If RTFH reasonably determines that Indemnified Parties' interests in any such action or proceeding are not substantially the same as Subcontractor's, and that Subcontractor's counsel cannot adequately represent the interests of Indemnified Parties with respect to such indemnified claim as set forth above, RTFH shall have the right to hire separate counsel in any such action or proceeding and the costs and expenses thereof, including all attorneys' fees and expenses, shall be paid for by Subcontractor.

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SPECIAL TERMS AND CONDITIONS
Homeless Emergency Aid Program (HEAP)

1. 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), and participate in the CoC's Coordinated Entry System.
2. All Subcontractors and their subrecipients are required to use the Homeless Management Information System ("HMIS") to record client-level and programmatic data associated with this HEAP contract.
3. The Subcontractor agrees to allow the RTFH access to create and pull reports from the HMIS data collected and entered into the Subcontractor's HMIS program, and to participate in any statewide initiative as directed by the RTFH including, but not limited to, a statewide data integration environment.
4. All Subcontractors and the subrecipients will participate in Learning Collaboratives and trainings on Best Practices associated with their respective programs (Diversion, Prevention, Rapid Re-housing, etc.) funded by HEAP and will foster coordination and collaboration with all regional partners and their communities.
5. All Outreach workers funded by HEAP are required to participate in the Point-in-Time Count activities and participate in Regional Homeless Outreach Meeting(R-HOM) coordinated with the County of San Diego.
6. All Subcontractors and their subrecipients will require State Prevailing Wage for any HEAP funded capital improvement activities.
7. All Subcontractors and their subrecipients will require that HEAP funded placed based rental assistance or subsidies and capital improvement activities are limited to use within jurisdictions that declared a Shelter Crisis. The following jurisdictions declared a Shelter Crisis:
 - a. County of San Diego
 - b. City of Oceanside
 - c. City of El Cajon
 - d. City of Encinitas
 - e. City of Escondido
 - f. City of Chula Vista
 - g. City of National City
 - h. City of San Diego
 - i. City of La Mesa

**SUBCONTRACTOR AGREEMENT
EXHIBIT D**

- j. City of Lemon Grove
- k. City of Santee
- l. City of Del Mar
- m. City of Imperial Beach