STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
19-CESH-12982	

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

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
Lake County Behavioral Health Services

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
$560,227.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	CESH Program Terms and Conditions	7
Exhibit E	Special Conditions	1
Exhibit F	Additional Provisions	0
	TOTAL NUMBER OF PAGES ATTACHED	13 pages

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)
Lake County Behavioral Health Services

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
255 North Forbes Street	Lakeport	CA	95453

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Synthia Rhinehart	Contracts Manager, Business & Contract Services Branch
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Chapter 2.8 (commencing with Section 50490) of Part 2 of Division 31 of the Health and Safety Code enacted in 2018, as amended and in effect from time to time (the "CESH Statutes"), the State has established the California Emergency Solutions and Housing Program (the "Program"). This Standard Agreement along with all its exhibits (the "Agreement") is entered under the authority of, and in furtherance of the purpose of, the Program. Pursuant to Health and Safety Code, Section 50490.1(b), the California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued that certain Notice of Funding Availability, dated March 21, 2019, as amended from time to time (the "NOFA") to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, an application was made to the Department (the "Application") for assistance from the Program for the purpose of funding eligible activities relating to homelessness within a specified Continuum of Care ("CoC") service area, as defined in Health and Safety Code Section 50490. By entering into this Agreement and thereby accepting the award of the CESH grant funds (the "Grant"), the Contractor (sometimes referred to herein as the "Applicant") agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50490.

4. Scope of Work

The scope of work ("Work") for this Agreement shall consist of one or more of the following eligible uses:

A. Rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homeless or who are at risk of homelessness.

B. Operating subsidies in the form of 15-year capitalized operating reserves for new and existing affordable permanent housing units for homeless individuals and/or families.

C. Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based rent or operating reserves.

EXHIBIT A

D. Operating support for emergency housing interventions, including, but not limited to, the following:

1) Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.

2) Street outreach services to connect unsheltered homeless individuals and families to temporary or permanent housing.

3) Shelter diversion, including, but not limited to, homelessness prevention activities such those described in 24 CFR 576.103, and other necessary service integration activities such as those described in 24 CFR 576.105, to connect individuals and families to alternate housing arrangements, services, and financial assistance.

E. Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (CES) data, and Homeless Management Information System (HMIS) reporting, and homelessness planning activities.

F. Development or updating of a CES, if the CoC does not have a system in place that meets the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA.

G. Development of a plan addressing actions to be taken within the CoC service area if no such plan exists.

H. Contractor may contract with a Subrecipient if the Contractor determines that the Subrecipient is qualified to carry out the eligible activities with the allocated funds. Subrecipients shall mean a unit of local government, a private non-profit, or a for-profit organization.

5. <u>Department Contract Coordinator</u>

The Department's contract coordinator for this Agreement is the CESH Program Manager, Contract Management Section, Division of Financial Assistance, or the CESH Program Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department contract coordinator at the following address:

California Department of Housing and Community Development
Attention: California Emergency Solutions and Housing Program
Grant Management Section
2020 West El Camino Avenue, Suite 400, 95833
P. O. Box 952050
Sacramento, CA 94252-2050

EXHIBIT A

6. Contractor Contract Coordinator

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

Authorized Representative Name:	Moke Simon
Authorized Representative Title:	Chair, Lake County Board of Supervisors
Agency Name:	Lake County Behavioral Health Services
Address:	255 North Forbes Street Lakeport, CA 95453
Phone No.:	(707) 263-2368
Email Address:	moke.simon@lakecountyca.gov

7. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").

B. This Agreement shall terminate June 30, 2024 as stated in STD 213, paragraph 2 (such date, the "Expiration Date").

C. Grant expenses must be incurred from the Effective Date of this Agreement until the date which is 90 calendar days prior to the Expiration Date (such date, the "Expenditure Deadline").

D. Any expenses incurred prior to the Effective Date or after the Expenditure Deadline will not be eligible for payment from any Grant funds. Any Grant funds which have not been expended by the Expenditure Deadline shall be disencumbered and revert to the Department.

E. Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Contractor has been awarded the following grant activity amounts:

Rental Assistance, Housing Relocation and Stabilization Services	$415,170
Flexible Housing Subsidy Funds	$28,011
Operating Support for Emergency Housing Interventions	$5,000
Systems Support	$112,046
TOTAL AWARD AMOUNT	**$560,227**

Contractor will be responsible for maintaining oversight of any minimum and maximum grant activity amounts, since they will be evaluating Subrecipient applications and managing those contracts.

2. Conditions of Disbursement

Prior to receiving any Grant funds, the Contractor shall submit the following for the Department's approval:

A. Payee Data Record (STD 204) or Government TIN Form, as applicable;

B. Certification from the CoC documenting that the Contractor has been designated by the CoC to administer the Grant;

C. HUD Coordinated Entry Process Self-Assessment or, alternatively, documentation satisfactory to the Department in its reasonable discretion which demonstrates that a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with the applicable HUD requirements;

D. Local program or project selection process documentation satisfactory to the Department in its reasonable discretion; and,

E. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of Grant funds.

3. Performance

Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD and observe all other performance requirements as specified herein.

EXHIBIT B

4. Fiscal Administration

A. The Contractor may request a disbursement of up to 40% of total awarded Grant funds at one time. After initial disbursement, Contractor must demonstrate prior to each subsequent disbursement request, using the forms provided by HCD, that at least 80% of Grant funds previously disbursed have been expended by Contractor or otherwise awarded to Subrecipients pursuant to the terms of this Agreement. Administrative costs related to the planning and execution of eligible activities shall not exceed 5% of each disbursement.

B. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities and accounted for in Contractor's annual expenditure report.

C. The Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.

D. The Contractor may request that Grant funds awarded for a certain eligible activity be moved to another awarded activity without an amendment to this Agreement. This request must be made in writing to HCD and shall be effective only upon written HCD approval. HCD's decision to approve or deny any such request shall be final, absent fraud, mistake or arbitrariness.

E. Any Grant funds which have not been expended by the Expenditure Deadline must be returned to HCD with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than (thirty) 30 calendar days after the Expenditure Deadline.

Department of Housing and Community Development
Accounting Division, Suite 300
2020 W. El Camino Avenue
Sacramento, California 95833

EXHIBIT D

CESH PROGRAM TERMS AND CONDITIONS

1. **Strict Compliance**

Contractor will strictly comply with the terms, conditions and requirements of the CESH Statutes, the NOFA and this Agreement.

2. **Contractor's Application for Funds**

A. Contractor has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

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

3. **Eligible Activities**

Grant funds awarded to the Contractor and expended by either the Contractor or any Subrecipient shall be used for the eligible activities set forth in Exhibit A as required by the CESH Statutes. The following additional limitations or requirements shall apply:

A. A Contractor shall not use more than 40% of any funds allocated in a fiscal year for operating support for emergency housing interventions as described in Health and Safety Code Section 50490.4(f).

B. If the CoC does not have a functioning CES and HMIS that meet the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA, a minimum of 20% of the allocation to the CoC service area will be used to implement or update its systems to comply with such requirements. Eligible CES costs do not include capital development activities, including, but not limited to, real property acquisition, construction, or rehabilitation activities.

C. A Contractor shall not use more than 5% of an allocation for a CoC service area for administrative costs related to the planning and execution of eligible activities. A Contractor may share any funds available for administrative costs with Subrecipients.

EXHIBIT C

CESH PROGRAM TERMS AND CONDITIONS

1. Safety Compliance

Contractor will strictly comply with the terms, conditions and requirements of the CESH Statutes, the NOFA and this Agreement.

2. Contractor's Application for Funds

A. Contractor has submitted to the Department an Application for a grant under the Program. The Department is relying upon this Agreement based on, and in subsequent reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

B. Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true and correct, and complete to the best of Contractor's knowledge. In the event that a 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 Department's approval, evaluation, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

3. Eligible Activities

Grant fund is awarded to the Contractor and expended by either the Contractor or any Contractor shall be used for the eligible activities set forth in Exhibit A as approved by the CESH Statutes. The following additional limitations or requirements shall apply:

A. A Contractor shall not transmit more than 40% of any funds allocated in a fiscal year for operating support for emergency housing interventions as described in Health and Safety Code Section 50490.4(f).

B. If the CoC does not have a functioning CoC and HMIS that meet the requirements of 24 CFR 578.3(c) or 24 CFR 578.7(a)(8), as applicable, and relevant HUD requirements, as set forth in Section II.E.3.A of the NOFA, a minimum of 20% of the allocation to the CoC service area will be used to implement or update its systems to comply with such requirements. Eligible CES costs do not include capital development or MHSA, including but not limited to, real property acquisition, construction, or rehabilitation.

C. A Contractor shall not use more than 5% of an allocation for a CoC service area for administrative costs related to the planning and execution of eligible activities. A Contractor may share any funds eligible for administrative costs with its contractors.

EXHIBIT D

D. Rental assistance provided as an eligible activity shall not exceed 48 months for each assisted household and rent payments shall not exceed two times the current HUD fair market rent for the local area, as determined pursuant to 24 CFR part 888.

4. Core Practices

A. A Contractor or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Contractor or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

B. Except in the case of a program or project specifically targeting homelessness prevention activities as part of shelter diversion activities, as described in Section II.B.4.C of the NOFA, a Contractor that is allocated CESH Program funds shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.

5. Monitoring Grant Activities

A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with CESH requirements. An onsite monitoring visit of Subrecipients and any other service providers shall occur whenever determined necessary by the Contractor, but at least once during the Grant period.

B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.

C. The Department will monitor the performance of the Contractor and funded projects based on the performance measures tracked by HMIS data for the CoC service area. The Department will work collaboratively with the Contractor to develop performance improvement plans if project-level or system-wide performance is determined to be substandard by the Department in its reasonable discretion.

D. As requested by the Department, the Contractor shall submit to the Department all CESH monitoring documentation necessary to ensure that Contractor and its Subrecipients are in continued compliance with CESH requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.

EXHIBIT B

D. Rental assistance provided as an eligible activity shall not exceed 48 months for any assisted household and rent payments shall not exceed two times the current HUD Fair Market rent for the local area, as determined pursuant to 24 CFR part 888.

4. Operations

A. A Contractor or Subcontractor must provide eligible services in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(7). A Contractor or Subcontractor allocated funds for eligible activities shall provide permanent housing shall incorporate the core components of Housing First as provided in section 8409(b) of the Welfare and Institutions Code.

B. Except in the case of a program or project specifically targeting unaccompanied youth, activities as part of shelter diversion activities, as described in section II.A.4.C. of the NOFA, a Contractor that is allocated CESH Program funds shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.

5. Monitoring General Clauses

A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with CESH requirements. An annual monitoring visit of Subrecipients and any other service providers shall occur whenever determined necessary by the Contractor, but at least once during the Grant period.

B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of the Agreement. The Department may also monitor any Subrecipients of the Contractor as the Department determines based on a risk assessment.

C. The Department will monitor the performance of the Contractor and funded projects based on the performance measures included by HMIS data for the CoC service area. The Department will work collaboratively with the Contractor to develop performance improvement plans if project-level or system-wide performance is determined to be substandard by the Department in its reasonable discretion.

D. As requested by the Department, the Contractor shall submit to the Department of CESH monitoring documentation necessary to ensure that Contractor and its Subrecipients are in continued compliance with CESH requirements. Such documentation requirements and the submission deadline shall be provided by the Department within the time such information is requested from the Contractor.

EXHIBIT D

6. Reporting/Audits

A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Contractor shall submit an annual report to the Department by July 31 of each year that reports all activities from the previous fiscal year (7/1–6/30), on forms provided by the Department.

The first report will be due on July 31, 2021 and will report all activities from date of initial fund disbursement through June 30, 2021 in addition to reporting all activities from the 7/1/21 – 6/30/22 fiscal year.

B. The annual expenditure report shall contain a detailed report which must include, at a minimum:

1) The Contractor's program or project selection process performed in collaboration with the CoC;

2) Amounts awarded to Subrecipients with the activity(ies) identified;

3) Projected performance measures;

4) Contract expenditures;

5) The expenditures and activities of any Subrecipients for each year of the term of the contract with HCD until all funds awarded to a Subrecipient have been expended; and,

6) Progress on the following performance measures and others established by the Contractor and described in the Application to evaluate success in implementing eligible activities:

a. The number of homeless persons served;

b. The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;

c. The number of homeless persons exiting the program or project to permanent housing; and,

d. The number of persons that return to homelessness after exiting the program or project.

C. The Contractor is responsible for the completion of audits and all costs of preparing audits.

EXHIBIT D

5. Reporting Data

A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Contractor shall submit an annual report to the Department by July 31 of each year that reports all activities from the previous fiscal year (FY 19/20), on forms provided by the Department.

The first report will be due on July 31, 2021 and will report all activities from date of initial fund disbursement through June 30, 2021 in addition to reporting all activities from the FY21 – 6/30/22 fiscal year.

B. The annual expenditure report shall contain a detailed report which must include, at a minimum:

1) The Contractor's program or project selection process performed in collaboration with the CoC;

2) Amounts awarded to Subrecipients with the activities identified;

3) Projected performance measures;

4) Current expenditures;

5) The expenditures and activities of all Subrecipients for each year of the term of the contract with HCD until all funds awarded to a Subrecipient have been expended; and

6) Progress on the following performance measures and others established by the Contractor and described in the Application to evaluate success in implementing eligible activities:

a. The number of homeless persons served;

b. The number of unsheltered homeless persons served and the average length of time spent as homeless before entry into the program or project;

c. The number of homeless persons exiting the program or project to permanent housing; and

d. The number of persons that return to homeless status after exiting the program or project.

C. The Contractor is responsible for the completion of audits and all costs of performing audits

EXHIBIT D

D. The Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant.

E. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.

1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.

2) The Contractor is responsible for the completion of audits and all costs of preparing audits.

3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

7. Retention and Inspection of Records

A. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.

B. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested. The Contractor agrees to permit the Department 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 material that may be relevant to a matter under investigation for the purpose of determining compliance with the CESH Statutes, the NOFA, and this Agreement.

C. The Contractor further agrees to retain all records for a period of (5) five years after the end of the term of this Agreement:

1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started 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.

EXHIBIT D

2) The Contractor also agrees to include in any contract that it enters into in an amount exceeding $10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.

E. The Contractor shall retain all books and records relevant to this Agreement for a minimum of (5) five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

8. Breach and Remedies

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

1) Contractor's failure to comply with the terms of this Agreement.

2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.

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 Department in law or equity for breach of this Agreement, the Department may:

1) Bar the Contractor from applying for future CESH funds;

2) Revoke any other existing CESH award(s) to the Contractor;

3) Require the return of any unexpended CESH funds disbursed under this Agreement;

4) Require repayment of CESH funds disbursed and expended under this agreement;

5) Require the immediate return to the Department of all funds derived from the use of CESH funds including, but not limited to recaptured 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 the CESH Program requirements; and,

EXHIBIT D

EXHIBIT D

7) Seek such other remedies as may be available under the relevant agreement or any law.

C. All remedies available to the Department are cumulative and not exclusive and shall survive the expiration date of the contract.

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

9. Termination

A. The Department may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Contractor. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the CESH Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty (30) days of the notice of termination.

B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, 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 the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

C. The Department has the option to terminate this Agreement under the fourteen (14) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

10. 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 Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor 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 Department to enforce these provisions.

11. Relocation

Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title. 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

EXHIBIT D

12. Special Conditions-Contractors and Subrecipients

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Contractor shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Contractor shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

13. 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 construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contractor, its Subrecipients, and any other Grant activity.

14. 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 Department, 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 Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department 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 Department.

EXHIBIT D

12. Special Conditions: Contractors and Subcontractors

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all conditions of this Agreement and the applicable State regulations governing the use of Grant funds. The Contractor shall ensure that all Subcontractors are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

13. 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 construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contractor, its Subcontractors, and any other Grant activity.

14. 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 Department, 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 Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department 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 Department.

EXHIBIT E

SPECIAL CONDITIONS

These Special Conditions are specific for this Standard Agreement.

1. None.

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contract Services Branch
2020 W. El Camino Avenue, Suite 130, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-6928 / FAX (916) 263-6917
www.hcd.ca.gov

SEP 22 2020

Moke Simon, Chair
Lake County Behavioral Health Services
255 North Forbes Street
Lakeport, CA 95453

Dear Moke Simon:

RE: Lake County Behavioral Health Services
Contract No. 19-CESH-12982

Congratulations on your California Emergency Solutions and Housing (CESH) Program award. Attached is an electronic copy of the Standard Agreement with Exhibits A through E:

A. Standard Agreement (STD 213 and Exhibits A through E)

STD 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C - State of California General Terms and Conditions – GTC - 04/2017

Exhibit C is now incorporated by reference; please see the STD 213 for additional information.

Exhibit D – CESH Program General Terms and Conditions

Exhibit E - Special Conditions

B. For expeditious handling of the contract, please adhere to the following:

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.

2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, using blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.

C. The Department now offers two options for returning signed STD 213; please review and complete one of the following options:

3. **Option One**: For electronic signature processing, reply to this Standard Agreement email notification with the attached, fully signed STD 213 page(s).

All signatures must be original and in **blue ink**. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two**: Print five copies of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page(s). All five copies must be an original, **wet** signature and in **blue ink**; do not return the Exhibits to HCD.

5. **Note**: If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.

6. Return the e-signed copy or the five signed copies of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:

   Department of Housing and Community Development
   Business & Contract Services Branch
   Contracts Office, Attention: LaTasha Jackson
   2020 W. El Camino Avenue, Suite 130
   Sacramento, CA 95833

7. Maintain a complete electronic version of the STD 213 and Exhibits for your pending file. **Note: The Standard Agreement contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Charles Gray, Program Manager, State Grant Management (SGM) Unit, at (916) 263-1014 or charles.gray@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

LaTasha Jackson

LaTasha Jackson
Contract Analyst

cc: Charles Gray, CESH Program Manager, SGM Unit

All signatures must be original and in blue ink. All signors must be within the reply email and confirm acceptance of e signing the document.

4. Option Two: Print five copies of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page(s). All five copies must be in original ink signature and in blue ink. Do not return the El rights to HCD.

5. Note: If the resolution did not authorize a designated official to sign the STD 213 and its amendments, thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee is referenced in the resolution, the awarded NOFA amount or your entity name has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.

6. Return the wet-signed copy in blue ink of the signed copies of the STD 213 and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:

Department of Housing and Community Development
Business & Contract Services Branch
Contracts Office, Attention: LaTanya Jackson
2020 W. El Camino Avenue, Suite 130
Sacramento, CA 95833

7. Maintain a complete electronic version of the STD 213 and Exhibits for your pending file. Note: The Standard Agreement contract is not effective until it is signed by the Awardee's designated official and the Department.

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Charles Gray, Program Manager, State Grant Management (SGM) Unit, at (916) 263-7074 or charles.gray@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions herein.

Sincerely,

LaTanya Jackson
Contract Analyst

cc: Charles Gray, CESH Program Manager, SGM Unit