

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of _____ ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and ____ (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified and licensed _____, and that it is experienced and qualified to provide _____; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to use the services of Contractor to provide _____.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1. Contractor's Specified Services. Contractor shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, 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. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel.

1.4.1. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

1.4.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.4.3. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein:

Exhibit A. Scope of Work

Exhibit B. Budget

Exhibit C. Insurance Requirements

Exhibit D. Homeless Management Information System and Coordinated Entry

Exhibit E. Reasonable Accommodations

Exhibit F. State and Federal Funding Requirements

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1. Payment for Services. Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibit B (Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"). Contractor shall submit its invoices in arrears on a monthly basis in a form approved by County's Auditor and the Department of Health Services Director. The invoices shall show or include: (i) the task(s) performed, (ii) the employee's name, hourly rate, and time in quarter hours devoted to the task(s), (iii) the specific site location and assignment, (iv) dates/days worked, and (v) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for services performed. Payments shall be made only upon the satisfactory completion of the services and review of invoices for completeness as determined by County. In the event of a conflict between the body of this Agreement and Exhibit B (Budget), the provisions in the body of this Agreement shall control.

2.2. Maximum Payment Obligation. Consultant shall be paid in accordance with the budget set forth in Exhibit B (Budget) provided, however that the total payments to Contractor shall not exceed \$_____, without the prior written approval of the County.

2.3. California Franchise Tax Withhold. Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this Agreement for payment and reporting to the California Franchise Tax Board if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or partnership with a permanent place of business in California, (3) a corporation/LLC or partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed California Form 587 be provided by Contractor in order for payments to be made. If Contractor is qualified, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Invoices, and Making Payments). To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.4. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.5. Disallowance of Payment. In the event that Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County, State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.

2.6. Budget Line Amendments. County Department of Health Services Director is authorized to approve and execute a "Budget Revision Form", which revises program funds in the line items set forth in the Program Budget Summary, so long as changes do not result in an increase in County's maximum payment obligation as set forth in Article 2 (Payment) of this Agreement.

2.7. Federal Funding. This Section 2.7 is applicable if all or part of this Agreement will be paid with federal awards.

2.7.1. Required Information. As a pass-through entity, County is required to provide certain information regarding federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the

following information regarding federal award(s) that will be used to pay this Agreement:

- a. CFDA Number: n/a
- b. CFDA Title: n/a
- c. Federal Agency: n/a
- d. Award Name: n/a
- e. Federal Award(s) Amount: n/a
- f. Unique Entity Identifier (UEI/DUNS Number): n/a

2.7.2. Title 2 Code of Federal Regulations Part 200. As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter “2 CFR Part 200”). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$750,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor’s fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to County’s Auditor-Controller-Treasurer-Tax Collector’s Office – General Accounting Division.

2.7.3. Audits. Contractor agrees that all expenditures of state and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, state agencies, and/or federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in 2 CFR Part 200. County agrees to provide 14-days’ notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to 2 CFR Part 200. Contractor agrees to submit to an annual audit if otherwise exempt.

2.7.4. Copy of Audit. Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than nine (9) months after the end of Contractor’s fiscal year, whichever comes first. The Contractor’s agreement(s) with audit firms shall have a clause to permit access by County, state agencies, and/or federal agencies to the working papers of the external independent auditor.

2.7.5. Retention of Audit Report. Contractor agrees that audit reports and work papers shall be retained for a minimum of seven (7) years from the date of the audit report, unless the auditor is notified in writing by County, a state agency, and/or a federal agency to extend the retention period.

2.7.6. Repayment. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state agencies, and/or federal agencies related to services provided by Contractor under this Agreement. Unallowable costs that have been claimed and reimbursed will be refunded to the

program that reimbursed the unallowable costs either by cash refund or by offset to subsequent claims.

3. Term of Agreement

The term of this Agreement shall be from ____ to ____ unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Termination

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days advance written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and all reports, original drawings, graphics, plans, studies, and other data or documents, in their final form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive, as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2 (Termination for Cause), County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate. Either the Board of Supervisors, County Purchasing Agent, or Department of Health Services' Head, in consultation with County Counsel, has the authority to terminate this Agreement on behalf of County.

4.6. Obligations After Termination. The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.7 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), (4) Section 9.5.1 (Right to Audit,

Inspect, and Copy Records), (5) Section 9.15 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state and/or federal agency and/or other funder(s) reduces, withholds, or terminates funding which County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Article apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. 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 workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit C (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

7. Prosecution of Work

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code

Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted 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.

9.2. Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the "Excluded Parties List System" maintained by the System for Award Management (SAM). If Contractor becomes debarred, Contractor has the obligation to inform County.

9.4. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5. Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services provided under this Agreement. Records shall include all medical records, accounting records, and administrative records related to services provided hereunder. Contractor agrees to preserve and maintain such records for a period of at least seven (7) years following the close of County and state fiscal year in which the services were provided. If an audit has been started, records must be retained until completion and final resolution of any and all

issues that might arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, guest data cards, and schedules for allocating costs.

9.5.1. Right to Audit, Inspect, and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records.

9.5.2 Audit Requirement

Contractor shall procure an independent audit annually and submit to the County within nine (9) months of the Contractor's fiscal year-end. An annual audit is required by the County even if this agreement will not be paid with Federal awards or Contractor is otherwise exempt from the single audit requirements of 2 CFR Part 200. Submission of a Single Audit in accordance with section 2.7.3. of this agreement shall also satisfy this requirement.

9.6. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material

breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, marital status, age, medical condition, physical or mental disability, or any other or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10. Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents which have not already been provided to County in such form or format as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13. Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to monthly review said state and federal lists to confirm the status of

current employees, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14. Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder, including, but not limited to, County's policies and procedures, manuals, programs, and processes related to selection, retention, credentialing and recredentialing providers, utilization management, quality management, compliance, grievances, appeals, and expedited appeals, advanced directives, and administrative manual.

9.15. Confidentiality. Contractor agrees to maintain the confidentiality of all patient medical records and guest information in accordance with all applicable state and federal laws and regulations. This Section 9.15 shall survive termination of this Agreement.

9.16. Lobbying. If any federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.17. Subcontractors. Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

9.18. Licensure and Staffing. Contractor warrants that it and all its employees and subcontractors providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement. A copy of each such licenses, permits, and certificates shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, and/or certificates in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County. Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement.

9.19. Charitable Choice/Faith-Based Organizations. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious

organizations under the following conditions: (i) the funds are made available on an equal basis for programs or services affiliated with non-religious organizations; (ii) the program funded does not have the substantial effect of supporting religious activities; (iii) the funding is indirect, remote, or incidental to the religious purpose of the organization.

Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization that (i) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (ii) will use the funds for a religious purpose; (iii) will use the funds for a program or service that subjects its participants to religious education.

Contractor agrees and acknowledges that all recipients of funding from County must (i) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, Section 8 and Article XVI, Section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (ii) segregate such funding from all funding used for religious purposes.

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other party may in writing demand adequate assurance of due performance, and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

"Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

11. Assignment and Delegation

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other party, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Invoices, and Making Payments

All notices, invoices, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, invoices, and payments shall be addressed as follows.

To County:	To Contractor:
Department of Health Services County of Sonoma 1450 Neotomas Avenue, Suite 200 Santa Rosa CA 95405 707-565-	

When a notice, invoices, or payment is given by a generally recognized overnight courier service, the notice, invoices, or payment shall be deemed received on the next business day. When a copy of a notice, invoices, or payment is sent by facsimile or email, the notice, invoices, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, invoices, or payment is promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, invoices, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other party. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the City of Santa Rosa or the forum nearest to the City of Santa Rosa in the County of Sonoma.

13.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure

Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterparts and Electronic Copies. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execute this Agreement by electronic means.

13.11. Publicity. Any publicity generated by Contractor for the work performed pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of County in making the project possible.

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Exhibit A
Scope of Work

Exhibit B
Budget

Exhibit C
Insurance Requirements

Exhibit D

Homeless Management Information System and Coordinated Entry Requirements

Homeless Management Information System

As stated in the [Sonoma County Homeless Management Information System Participant Agreement](#), Contractor must be in “good standing” in collecting and entering current, accurate, and comprehensive data that reflects the homeless program services delivered by Contractor into the County’s Efforts to Outcomes (EtO) Homeless Management Information System (HMIS) licensed by Social Solutions Group as a condition of funding under this Agreement.

1. HMIS Good Standing: Good Standing is defined as timely data entry; and complete and accurate data reflective of the Participant’s status at Intake, Update, and Exit; and as defined by the prevailing HMIS Data Standards.
 - a. Timely data entry: Unless otherwise approved in writing and attached to this Agreement, entry of data into EtO HMIS within five (5) business days of the event that generated the data collection (i.e., Participant Intake, Entry, Update, and/or Exit from the Program) is required. If Participant is enrolled in Program for longer than one-year annual updates are required.
 - b. Accurate and Complete Data:
 - i. All homeless Participant data for Covered Homeless Organizations will be entered into the EtO HMIS unless approved in writing and attached to this Agreement.
 - ii. 95% of all HUD or Sonoma County defined mandated data points are supplied (fields do NOT reflect a “Null”, “Don’t Know or Refused” or “Data Not Collected” value).
 - iii. The HUD Data Quality reports (required quarterly for each homeless program) will always reflect a 95% or higher data completeness and quality result.

- c. Data Collection Methodology: Contractor shall adhere to the most current HMIS Data Standards and Sonoma County HMIS Lead designed program workflow(s) for each homeless program type.
2. User Training: All Users of the EtO HMIS will receive general HMIS User Training and Security and Ethics prior to receiving login credentials to the HMIS. Additionally, all HMIS Users shall receive updated Security and Ethics training annually. Contractor shall report Users departing their HMIS role for any reason within 24 hours of their departure for removal of user from the HMIS.
3. Required Quarterly Reporting: Contractor shall utilize data from the following reports as the basis for quarterly report submissions and include those reports with their submission:
 - a. HUD Data Quality Report for the program being reported with a data range from the start of the fiscal year to the end of the required reporting period (cumulative).
 - b. HUD Annual Performance Report for the program.
4. HMIS Financial Match and Other Financial Requirement: Contractor agrees to pay the calculated fair share portion of the McKinney-Vento required funding match within 60 days of billing by the County. Contractor also agrees to provide the County with leveraging information within 30 days of request.
5. Homeless Count Participation: Contractor will take part in annual sheltered Homeless Count by maintaining accurate and up-to-date data in good standing and being responsive to the Sonoma County Homelessness Coalition (Formally: Continuum of Care) and HMIS Coordinators' requests for current and accurate information prior to and after the Homeless Count. Contractor will take part in the annual unsheltered Homeless Count by assigning staff to assist in the Count process and by making facilities and other Contractor resources available to support the Count commensurate to the size of the Contractor's homelessness program.

Coordinated Entry

Contractor shall fully participate in the Sonoma County Coordinated Entry System (CES). Full participation is defined as adherence to all [Sonoma County Coordinated Entry System Policies and Procedures](#) which includes:

1. Referring homeless participants directly to CES for screening and assessment,
2. Communicating about program referral placement and/or reasons for declining participants.
3. Determination of participant referrals will be completed within three (3) business days or less.
4. For housing programs, Contractor will accept referrals from the CES. Rejections of referrals shall only be for reasons permissible in the [Sonoma County Coordinated Entry System Policies and Procedures](#).
5. For Emergency Shelter and Street Outreach services, Contractor will assess and enroll participants into the CES within three (3) days of entering the program.

Contractor is required to comply with the American with Disabilities Act of 1990 (ADA), as amended by the ADA Amendments Act of 2008. The ADA prohibits public and private entities offering a place of public accommodation from discriminating against individuals on the basis of an actual or perceived disability.

The ADA requires Contractor to provide reasonable accommodations¹ to applicants and participants who claim a disability prevents them from accessing services, but who otherwise would be eligible for Contractor's services. Individuals with a disability, as defined by the ADA, are entitled to request and receive reasonable accommodations in order to enjoy full and equal access to the Contractor's services.

The County requires Contractor to submit their Reasonable Accommodations Policy, approved by Contractor's Governing Board, if applicable, that describes the procedure for processing requests for reasonable accommodations, as well as a Participant Grievance Policy and Procedure that describes how a participant may file a grievance if she or he believes Contractor has discriminated against her or him in violation of the ADA. At a minimum, Contractor's reasonable accommodation policy must guide staff in conducting the iterative process of responding to reasonable accommodation requests and describe internal processes for accepting or denying such requests. Final versions of these policies, or a draft if the policy is not yet finalized, must be filed with the County as a condition of entering into this Agreement.

If a submitted draft policy receives their Board's approval during the contract term, Contractor must submit the approved document to the County via email within thirty (30) days to their Program Manager or designee. Contractor's response to the processing of reasonable accommodation requests will be a point of program monitoring throughout the life of the contract.

The County's receipt and retention of Contractor's policies is not a determination on or acceptance of the legal sufficiency of such policies. Contractor should consult with its legal counsel regarding the sufficiency of such policies.

If an applicant for services requests a reasonable accommodation for a disability during initial assessment or at any time following enrollment into the Coordinated Entry System), Coordinated Entry staff will forward the accommodation request to the service or housing organization. Applicants already enrolled in Coordinated Entry may submit their requests directly to a Contractor staff member at any point of their experience with services. Per the [Coordinated Entry Policies and Procedures](#) (page 25), the Contractor has 72 hours to respond the reasonable accommodation request, confirming receipt of the request.

Participant files shall contain documentation of the date of the reasonable accommodation request, the nexus between the requested accommodation and the individual's disability, Contractor's response to the request, including any specific reasons for denying or approving the request, and the course of action following denial or approval. Denials of reasonable accommodation requests must contain information supporting Contractor's determination that approval would cause undue financial and administrative burden or fundamentally alter the nature of the program. In the event of a denial of a reasonable

¹ A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations.

accommodation request, the Contractor shall inform the County via email to their Program Manager or designee of the circumstances, reasons for denial, and subsequent actions within five (5) business days.

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EXHIBIT E

Reasonable Accommodations

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² A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations.

determination that approval would cause undue financial and administrative burden or fundamentally alter the nature of the program. In the event of a denial of a reasonable accommodation request, the Contractor shall inform the County via email to their Program Manager or designee of the circumstances, reasons for denial, and subsequent actions within five (5) business days.

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Exhibit F

State and Federal Funding Requirements

1. General Compliance:

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning federal Community Development Block Grant program (CDBG)) and/or Part 576 (the Housing and Urban Development regulations concerning federal Emergency Solutions Grant Program (ESG)), and/or Part 578 (the Housing and Urban Development regulations concerning the federal Continuum of Care (CoC) program), as relevant. The Contractor agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Contractor further agrees to utilize federal funds available under this Agreement to supplement rather than supplant funds otherwise available.

Both parties have entered into this Agreement in reliance on the federal government's representation that the program funding will continue. Notwithstanding any other provision of this Agreement, County retains the right in its sole discretion and without notice to terminate or reduce the amount payable to Contractor under this Agreement if the Federal government does not fund in the amount projected at the time this Agreement is executed. Contractor agrees that the maximum amount payable under this Agreement by County shall not exceed the amount funded by the federal government.

Recordkeeping Criteria for the Definition of Homelessness guidance can be found at: <https://www.hudexchange.info/resource/1974/criteria-and-recordkeeping-requirements-for-definition-of-homeless/>

2. Program Income

“Program income” means amounts received by Contractor generated from the use of federal or state funds as defined at 24 CFR 570.500. Program income includes, but is not limited to, the following:

- proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds;
- proceeds from the disposition of equipment purchased with federal funds;
- gross income from the use or rental of real or personal property acquired by Contractor with federal or state funds, less costs incidental to generation of the income;
- gross income from the use or rental of real property, owned by Contractor, that was constructed or improved with federal funds, less costs incidental to generation of the income;
- payments of principal and interest on loans made using federal funds;
- proceeds from the sale of loans made with federal funds;
- proceeds from the sale of obligations secured by loans made with federal funds;
- interest earned on program income pending its disposition; and

- funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the federally funded portion of a public improvement.

Under the Emergency Solutions Grant Program (ESG, 24 CFR 576.3 and 576.201), program income includes any amount of a security or utility deposit returned to Contractor; eligible ESG costs paid by program income shall count toward meeting the County's matching requirements. According to the records retention policies in paragraph 10(b), Records, financial records of receipt and use of program income must be retained.

Under the Continuum of Care Program (CoC, 24 CFR 578.97), program income is the income received by the Contractor directly generated by a grant-supported activity. The Contractor shall retain program income earned during the grant term and used for eligible activities in accordance with 24 CFR 578 Subpart D. Costs incident to the generation of program income may be deducted from gross income to calculate program income, provided that the costs have not been charged to grant funds.

Under the Homeless Housing Assistance Program (HHAP) program, income may be generated by activities carried out with HHAP funds made available under this Agreement. The Contractor may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to County upon termination of the Agreement.

The requirements of 24 CFR Part 85 apply to the applicants of general-purpose local government units, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as a match under 24 CFR 85.25 (g). The requirements of 24 CFR Part 84 apply to applicants that are private non-profit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the non-federal share under 24 CFR 84.24 (b). These regulations include allowable costs and non-federal audit requirements.

3. Compliance with Emergency Solutions Grant Program, 24 CFR 576 Subpart E

In the event that any provision of the Agreement or its Exhibits conflicts with any other term or condition, the Contractor shall abide by the stricter requirement as set forth by the County, State, or Federal governmental agency. Contractor shall carry out all ESG funded activities in a manner consistent with the requirements of 25 CCR 8409.

State ESG funds awarded by the County shall be used for the eligible activities as permitted under the federal ESG regulations at 24 CFR Part 576.

- Per § 576.400 (d), once the Continuum of Care has developed a centralized assessment system or a coordinated assessment system in accordance with requirements to be established by HUD, each ESG funded program or project within the Continuum of Care's area must use that assessment system.

- Per § 576.400 (e), as the administrative agency for the Urban County and Administrative Entity for the State ESG Program, County has developed written standards for providing Emergency Solutions Grant (ESG) assistance, attached as Exhibit G, and will consistently apply those standards for all program participants. Contractor shall comply with all written standards developed by adopted by the Continuum of Care Board.
- Per § 576.400 (f), data on all persons served and all activities assisted under all projects including those funded with any local, state, or federal source including State ESG, are entered into the applicable community-wide Homeless Management Information System (HMIS) in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local [HMIS](#). Specific HMIS requirements are included in Exhibit D (Homeless Management Information System and Coordinated Entry Requirements).
- Per § 576.405 (c), Contractor must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

The ESG regulations describe guidance relevant to all projects.

- 576.401 - Evaluation of program participant eligibility and needs
- 576.402 - Terminating assistance
- 576.403 - Shelter and Housing Standards
- 576.409 - Protection for victims of domestic violence, dating violence, sexual assault, or stalking.
- 576.500 - Recordkeeping and reporting requirements

Emergency Solution Grant Regulations can be found at:

<https://www.govinfo.gov/content/pkg/CFR-2018-title24-vol3/xml/CFR-2018-title24-vol3-part576.xml#seqnum576.102>

The Emergency Solutions Grant Standards including Written Standards, Forms, and other resources can be found on the Sonoma County ESG Program Guide for Emergency Solutions Grant Standards webpage at:

<https://sonomacounty.ca.gov/health-and-human-services/health-services/divisions/homelessness-services/for-providers/esg-standards>

4. Compliance with Continuum of Care Program, 24 CFR 578

- Per § 578.23 (c)(9), Contractor must use the coordinated assessment system established by the Continuum of Care. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system, provided that victim service providers use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead.

- Per § 578.75 (e), Contractor must conduct an ongoing assessment of the supportive services needed by the participants in the project, the availability of such services, and the coordination of services needed to ensure long-term housing stability.
- Per § 578.75 (g), Contractor must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the Contractor, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if the Contractor is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions. Each Contractor must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing supportive services for the project.

5. Executive Order 11246 -- Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, and all regulations pursuant thereto (41 CFR Chapter 60) states that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally-assisted contracts and affirmative action shall be taken to ensure equal employment opportunity. Contractor will incorporate, or cause to be incorporated, into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, the equal opportunity clause.

6. Use of Debarred, Suspended or Ineligible Contractors or Subcontractors

The Contractor agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or subcontractor during any period of debarment, suspension, or placement in ineligible status (24 CFR Part 24).

7. Lobbying Restrictions

Contractor agrees to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative Agreement, Contractor will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions; and the language of this paragraph shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. Environmental Standards

The Contractor agrees to comply with the requirements of the National Environmental Policy Act of 1969 as specified in regulations issued pursuant to Section 104(g) of the Housing and Community Development Act and contained in 24 CFR part 58.

9. Fair Housing and Equal Opportunity Certifications

Contractor hereby assures and certifies that it will comply with the following Acts and/or Executive Orders:

- Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.; PL 88-352) and regulations pursuant thereto (Title 24 CFR Part I) states that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance extended to Contractor. This assurance shall obligate Contractor, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- The Fair Housing Act (42 USC 3601-3620; PL 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status. Contractor shall administer all

programs and activities assisted under this Agreement in a manner to affirmatively further the policies of the Fair Housing Act.

- Executive Order 11063, Equal Opportunity in Housing, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR Part 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided with Federal financial assistance.
- Section 109 of the Housing and Community Development Act of 1974
 - Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 - Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the Rehabilitation Act of 1973 (29 USC 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.
- Executive Order 13166, the Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4 Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.
 - A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and/or persons eligible for housing assistance and support services.
 - The Contractor must analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:
 1. Number or proportion of LEP persons eligible to be served or likely to be applying for program services,
 2. Frequency with which LEP persons utilize these programs and services,
 3. Nature and importance of the program, activity, or service provided, and
 4. Benefits from providing LEP services, and the resources available and the costs to the County for those services.

- Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the SUBRECIPIENT. Contractor shall develop and implement a LEP policy consistent with the above guidelines and provide the County with copies of its LEP Policy.
- Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on disability in federally assisted and conducted programs and activities.
- Title III of the Americans with Disabilities Act (28 CFR 36, Subpart B) prohibits discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, or accommodations of any place of public accommodation by any private entity. Requirements are outlined per Exhibit H (Reasonable Accommodations) of this Funding Agreement.
- The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving Federal financial assistance.
- Equal Access in Accordance With an Individual's Gender Identity in Community Planning and Development Programs
 - The Equal Access/Gender Identity Final Rule (24 CFR Part 5) ensures equal access for individuals in accordance with their gender identity in programs and shelters funded under programs administered by HUD's Office of Community Planning and Development (CPD). This rule amended HUD's definition of gender identity to more clearly reflect the difference between actual and perceived gender identity and eliminates the prohibition on inquiries related to sexual orientation or gender identity, so that service providers can ensure compliance with the rule. For more information, visit <https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/>.
 - Executive Orders 11625, 12432, 12138 - Minority and Women-Owned Business Opportunities state that program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

10. Other Federal Requirements

Contractor shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- Audit Requirements

Contractor shall comply with audit requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Specifically, Contractor shall obtain an annual program-specific or single audit, as required. Contractor shall provide a copy of such audit together with any management letters and supplementary or related audit letters or reports to COUNTY within nine (9) months after the end of the Contractor's fiscal year. The audit shall include a supplementary schedule showing all revenues and expenditures of federal state and local funds allocated and any other federal funds for the fiscal year.

- Records

Contractor agrees to make available for inspection and audit to representatives of County, federal, state, and/or local County governments, their employees or agents, all books, financial records, program information, and other records pertaining to the overall operation of Contractor, and this Agreement and to maintain said records for a minimum of seven (7) years from the date of County's submission of the annual performance and evaluation report in which the funded activity is reported on for the final time. Contractor further agrees to allow said representatives to review and inspect its facilities and program operations. Said representatives may monitor the operation of this Agreement to assure compliance with all applicable local, state, and federal regulations.

If County should determine that Contractor is not using funds in accordance with this Agreement, or that the County does not have sufficient information to determine whether or not the Contractor is using funds in accordance with this Agreement, County may order an audit of Contractor's books and financial program records. The cost of this audit shall be deducted from the total paid to Contractor under this Agreement. Contractor agrees that in the event that the program established herewith is subjected to audit exceptions by County agencies, it shall be responsible for complying with all exceptions and will pay County the full amount of County's liability to the state and/or federal government, resulting from such exceptions.

All provisions of this Agreement that require the availability of records or reporting shall survive termination of this Agreement.

- Conflict of Interest

- Interest of Members of a City or County: No members of the governing body of a city or County and no other officer, employee, or agent of the municipality or County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.'
- Interest of Other Local Public Officials: No members of the governing body of the locality and no other public official of such locality, who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- Interest of Contractor and Employees: Contractor understands that County is a recipient of federal funds and that by virtue of this Agreement, Contractor is a subrecipient of those funds. As such, Contractor further understands that certain Federal laws relating to conflict of interest apply to Contractor, its officers, agents, employees, and constituents; expressly, those laws are contained in 2 CFR Section 200.318.

- Reversion of Assets

Upon expiration of this Agreement, Contractor shall transfer to County any federal funds on hand and any accounts receivable attributable to the use of federal funds.

- **Political Activity Prohibited**

None of the funds, materials, property, or services contributed by County or Contractor under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

- **Religious Activity Prohibited**

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement.

- **Publication Rights and Copyrights**

If this Agreement results in any copyrightable material or inventions, the County reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work or materials for government purposes.