

Interfaith Shelter Network, Inc.

Agreement to Provide

FYC HOUSING SERVICES

Funding Amount: **\$3,060,000**

Term: **07/01/2023 to 06/30/2025**

Agreement Number: **FYC-IFSN-FHS-2325**

Funding Sources: CA Department of Housing & Community Development, California Department of Social Services, and 2011 Realignment

AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of July 1, 2023 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Interfaith Shelter Network, Inc., a California non-profit Corporation (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified by reason of training, experience, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement and is experienced in housing assistance, placements and related services; and

WHEREAS, in the judgment of the Board of Supervisors and Human Services Department it is necessary and desirable to employ the services of Contractor for FYC Housing Services;

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. **Contract Documents.** The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

<input checked="" type="checkbox"/> Exhibit A: Scopes of Work	<input checked="" type="checkbox"/> Exhibit B: Fiscal Provisions/Budget
<input checked="" type="checkbox"/> Exhibit C: Insurance Requirements	<input checked="" type="checkbox"/> Exhibit D: Assurance of Compliance
<input type="checkbox"/> Exhibit E: Additional Federal Requirements	<input type="checkbox"/> Exhibit F: Professional Licensure/Certification
<input type="checkbox"/> Exhibit G: Media Communications	<input type="checkbox"/> Exhibit H: Accessibility
<input checked="" type="checkbox"/> Exhibit I: Data System Requirements	<input type="checkbox"/> Exhibit J: Adverse Actions / Complaint Procedures

1.2. Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and 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.

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

1.4. 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; or (d) pursue any and all other remedies at law or in equity.

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder.

1.5.2. 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.

1.5.3. Contractor is required to ensure that all persons working with minor(s) under this Agreement have successfully undergone appropriate and adequate fingerprinting and background checks through the Department of Justice, Federal Bureau of Investigations and Child Abuse Central Index (CACI). Contractor is required to ensure that all persons working with elder or dependent adults under this Agreement have successfully undergone appropriate and adequate background checks and have not been convicted of elder abuse under Penal Code Section 368 or any crime where the victim is 65 or older.

1.5.4. 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.

1.5.5. 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 under this Agreement, Contractor shall remove such person or persons immediately upon receiving written notice from County.

2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed Three Million Sixty Thousand Dollars (\$3,060,000.00), without the prior written approval of County. 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 the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County 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.

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the 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.

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

3. Term of Agreement.

The term of this Agreement shall be from 07/01/2023 to 07/01/2025 unless terminated earlier in accordance with the provisions of Article 4 below.

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 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. 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 or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, 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.

4.5. 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 expenses 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 Article 4.2, 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.

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

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 Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. Subject to Contractor's approval, County shall have the right to select its legal counsel at Contractor's expense. Contractor may not reasonably withhold its approval. 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" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

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. Minor changes which do not significantly change the scope of work or significantly lengthen time schedules, and amendments to the Agreement which do not increase the amount of payment under the Agreement (taking into account all prior amendments) more than \$50,000 from the original Agreement amount, may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. 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. 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, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant

to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. 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 List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. 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.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete program, client, and statistical documentation and financial records, subcontracts and other records concerning all services performed that are compensable under this Agreement and shall make such documents and records available at County's request for inspection at any reasonable time.

9.6.1. Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized federal, state and/or county representatives shall have, with advance notice and during normal business hours, the right to monitor, assess, evaluate, audit, and examine all administrative, financial and program performance activities and records of Contractor and its subcontractors pursuant to this Agreement. Said monitoring, assessment, evaluation,

audit and examination may include, but is not limited to, administrative, financial, statistical, data and procurement processes, inspections of project premises, inspection of food preparation sites as appropriate, interviews of program staff and participants, and examination and/or duplication of records with respect to all matters covered by this Agreement. Contractor shall cooperate with County in this process and shall make program and administrative staff available during any monitoring, assessment, evaluation, audit or examination.

9.8. 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.

9.9. 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 may be 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.

9.10. 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 practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category 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.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request and shall sign and submit to County an Assurance of Compliance, attached hereto as "Exhibit D: Assurance of Compliance" (hereinafter "Exhibit D"), and incorporated by this reference,

in order to certify that contractor is in compliance with the State and Federal laws related to equal employment opportunity and delivery of services.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article and subcontractors shall agree to, sign and submit to Contractor a copy of the Assurance of Compliance, Exhibit D. Contractor shall maintain copies of these Assurances and submit copies to County upon County's request.

9.11. 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.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Contractor shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").

9.12.1. Contractor agrees to comply with the provisions of 45 Code of Federal Regulations 205.50, Section 10850 of the Welfare and Institutions Code, Section 827 of the Welfare & Institutions Code and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

9.12.2. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such information to anyone other than the County without prior written authorization from the County. "Personal identifying information" shall include, but not be limited to: name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

9.12.3. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant, recipient, or client.

9.12.4. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article may be guilty of a misdemeanor.

9.12.5. Contractor understands and agrees that this Article shall survive any termination or expiration of this Agreement in accordance with 9.6 above.

9.13. Information Security. In addition to any other provisions of this Agreement, all parties to this Agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access. Contractor agrees to report any suspected security incident or suspected breach of PHI, PII or other confidential information within twenty-four (24) hours to the County via email to Privacy&Security@sonoma-county.org.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Contractor shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which County data may be stored or accessed.

9.13.5. Contractor shall 1) perform regular backups of automated files and databases, and 2) destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data in accordance with Article 9.6 above.

9.13.6. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement in accordance with Article 9.6. above.

9.14. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17. Mandated Reporting. Contractor, and their employees, must comply with any applicable laws concerning the mandated reporting of abuse or neglect of children, elders age 60 and older or dependent adults, ages 18 to 59. Appropriate mandated reporter training is available from the County's Human Services Department through the Family, Youth and Children Services and Adult Protective Services Divisions. Any person who is not a mandated reporter, who knows or reasonably suspects, that a child or elder or dependent adult has been a victim of abuse may report that abuse to the appropriate Human Services Division or local law enforcement.

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

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other'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 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 thirty (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.

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, 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.

All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices shall be addressed as follows:

TO COUNTY: County of Sonoma, Human Services Department
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403
contracts@schsd.org

TO CONTRACTOR: Interfaith Shelter Network, Inc.
2455 Bennett Valley Road

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (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 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 paragraph.

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. 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 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. Counterpart; Electronic Signatures. 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 execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR

Interfaith Shelter Network, Inc.

By: 

Name: Monica Savon
Title: Executive Director

Date: 4/19/2023

COUNTY OF SONOMA

By: _____

Name: Angela Struckmann
Title: Director, Human Services Department

Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY

By: 

Name: Donna Broadbent
Title: Director, Family, Youth & Children's Services Division

EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY

By: 

County Counsel

CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

INSURANCE REQUIREMENT CHANGES APPROVED, WAIVED, OR EXEMPTED BY RISK MANAGEMENT

By: 

Exhibit A: Scopes of Work

This Exhibit A: Scopes of Work includes the following, which are attached hereto and incorporated herein by this reference:

Exhibit A-1: Scope of Work – Housing Assistance and Placement Program Services

Exhibit A-2: Scope of Work – Youth Housing Services

**Exhibit A-1: Scope of Work –
Housing Assistance and Placement Program Services**

I. Contract Specific Provisions

Contractor may not deviate from the program as described herein without prior written authorization from County. Contractor will fully comply with the policies and procedures issued by the Human Services Department (HSD).

- A. Contractor warrants that all of the Contractor's facilities:
 1. Will be adequately supervised.
 2. Will be maintained in a safe and sanitary condition.
 3. Will be available for monitoring by County and/or state and federal monitors.
 4. Are accessible to handicapped individuals if appropriate.
 5. Are nonsectarian.
 6. Will be within reasonable walking distance of public transit, when needed.
- B. Contractor will retain overall management responsibility for the services and funds under this Agreement.
 1. Contractor will not use any federal funds that are part of this Agreement to match any other federal funds.
 2. Contractor will not designate any funding derived from this Agreement as a match for any other grants, awards or funds without the knowledge and approval of County.

II. Purpose of Housing Assistance and Permanency Program (HAPP)

The purpose of the Housing Assistance and Permanency Program (HAPP) is to provide a program that is consistent with the Housing First core components as specified in the Welfare and Institutions Code Section 8255. This includes providing supports necessary to assist families who are receiving child welfare services to secure permanent housing and remain stably housed even after child welfare services are ended. The HAPP is comprised of funding from Bringing Families Home (BFH) and Realignment.

III. Program Description

The HAPP will employ strategies to help families receiving child welfare services who are experiencing homeless, at risk of homelessness, or in a living situation that cannot accommodate the child(ren) in the home develop independent living skills, obtain interim housing, and move into permanent housing as identified in the Housing First model. Adjunctive supportive services provided include case management, housing locator services, financial literacy education, assessment, counseling, and any other services needed to assist families in obtaining and retaining housing.

IV. Contractor Services

A. General Service Provisions

1. Contractor will develop and provide services that are culturally sensitive, provided in the client's community to the extent possible, and coordinated so that there are no gaps or duplication in services.
2. Contractor will only accept referrals to the program from Family, Youth and Children's Services Division (FY&C), unless Contractor has alternative funds to support outside referrals. Contractor will use modified VI-SPDAT or another assessment tool to assess clients' vulnerabilities related to housing, and prioritize referrals accordingly.
3. Contractor will provide interim housing and supportive services to referred families. Supportive services include case management, housing locator services, financial literacy training, assessment, counseling, and any other services needed to assist clients in obtaining and retaining housing.
4. Contractor will provide services based upon the Housing First model.
5. Contractor will serve ninety (90) unduplicated parents and families (parents and children) per contract year. Eighty (80) participants will receive housing location and case management services; ten (10) participants will receive homeless prevention services.
6. Contractor will provide transportation to clients as needed for housing-related appointments or to access nearby community services.

B. Homelessness Prevention Services

1. Provider shall accept referrals for Homelessness Prevention assistance and offer enrolled families direct financial assistance as a means to prevent homelessness if family may remain stably housed with the support of short term financial support.
2. Provider will work with family to create a plan for ongoing stability in current housing situation along with short term financial support.
3. Up to ten (10) families may receive short term financial support as a means to remain stably housed per year. This maximum may be increased at the discretion of the Contractor and FY&C jointly.
4. Support may be assistance with rental payments, costs for repairs to the home that are necessary for the safety of the home, or other assistance that allows the family to remain stably housed.
5. Families shall participate in housing stabilization case management services for up to six to twelve (6-12) months as a provision of the Homeless Prevention support.

C. Temporary and Interim Housing

1. Contractor will place families for up to six (6) months in an appropriate interim housing environment. Interim housing environments may include shelters, transitional housing and hotels.

Contractor may determine if clients qualify for an extension of up to an additional three (3) months based upon established criteria for need and progress achieving case management goals. Contractor will notify County of all extensions.

2. Up to eleven (11) families will be provided interim housing at any time.
3. Shelter locations will adhere to all applicable housing standards.
4. Clients will be made aware of all rules and requirements specific to each interim housing environment.

D. Housing Locator Services

1. Housing location services will begin immediately upon enrollment in the HAPP. For participants in interim housing, housing will be located prior to the period of interim housing ending whenever possible. For clients not participating in interim housing, housing will be located as quickly as possible with the goal being within six (6) months of the start of program services.
2. Contractor will support each eligible family to enroll in the Coordinated Entry System.
3. Housing location services will focus on identifying and assisting with securing housing eligible for the Family Unification Program (FUP).
4. Contractor will work with the Housing Authority FUP program staff to coordinate supportive services for enrolled clients that also may be eligible for a FUP voucher. Contractor may assist Housing Authority staff with obtaining required FUP voucher documentation from clients on an as-needed basis.
5. Contractor will recruit, engage and maintain relationships with landlords countywide in order to support clients' placements in their housing units.
6. Contractor will address barriers to landlord participation and negotiate incentives, deposits and rental subsidies as appropriate.
7. Contractor will conduct or ensure the Housing Authority conducts an initial inspection of rental units for habitability standards and appropriate rent.
8. Contractor will facilitate landlord-tenant negotiations to calculate appropriate rents and subsidies and support the tenant to enter into a lease agreement or rental contract.
9. Contractor will assist participants in obtaining utilities and making moving arrangements, including providing financial assistance for moving costs and basic furnishings if needed.
10. Contractor will assign a staff contact who will offer support to troubled tenancy, respond to landlord issues, and support troubled tenants to transition to other housing, if necessary for up to six (6) months after the client is placed in permanent housing. Contractor may determine if clients qualify for an extension of up to an additional six (6) months based upon established criteria for need and progress achieving case management goals. Contractor will notify County of all extensions.
11. Contractor will identify housing occupancy standards for the program.

12. Contractor will collaborate with other community providers to locate existing resources to meet clients' needs.

E. Financial Assistance Services

1. Contractor will provide financial assistance services and instruction to participants.
2. Contractor will be responsible for determination and payment of all costs related to this program, including all financial incentives and subsidies.
3. Contractor will develop a plan, priorities, procedures and appropriate internal controls to approve and monitor all financial assistance payments, including incentives made on behalf of the participant, rental payments, landlord incentives payments, moving expenses and deposit payments. Monthly rental payments will be based on a Progressive Engagement model and limited to an appropriate rent specific to the family.
4. Contractor will identify participant financial needs to cover deposits, monthly rent, utility assistance, rental application fees, payments in arrears and credit check fees for clients related to their move into permanent housing.
5. As part of a placement, Contractor will complete an individualized housing plan, which will include incentives and the schedule for housing financial assistance negotiated with landlord when necessary.
6. Contractor will negotiate incentives and other financial arrangements to encourage landlords to rent to HAPP participants.
7. Contractor will develop Payment Contracts with the landlord when short -term subsidies are provided.
8. Contractor will leverage and/or coordinate other community resources for permanent housing that the family is eligible for to access financial support as part of their permanent housing plan.

F. Housing-Related Case Management Services

1. Contractor will provide housing-related case management services to participants using system-wide standards and forms endorsed by the Sonoma County Continuum of Care.
2. Contractor will develop an individualized case management/housing location plan and client contract for each participant that will incorporate participants' expectations, short- and long-term housing goals, financial housing support, and a schedule for obtaining outcomes.
3. Contractor will assist clients in addressing issues that may impede access to housing.
4. Contractor will provide support through in-person visits at least two (2) times per month, either in the home or in the community to assist participants to retain or secure housing. Contacts may be done by phone after client has moved into permanent housing.
5. Contractor will work with the client to market themselves to prospective landlords to support their attainment of permanent housing. Examples may

include working with the client to get letters of support, presenting a renter's portfolio and attending prospective tenant/landlord meetings.

6. Once housing is secured, Contractor will continue case management services to ensure housing retention. This follow up support will focus on ensuring client has long-term supportive services available, either through personal networks or other community-based services.

G. Supportive Services including Budgeting, Credit Repair, Personal Financial Management Training and Mental Health Support

1. Contractor will provide a structured training on budgeting, credit repair and personal financial management through a sub-contractor relationship.
2. Contractor will assist participants in developing a "Renter's Portfolio" to present to local landlords. The "Renter's Portfolio" will include, at a minimum, a family/personal budget, annotated credit report, and letters of recommendation.
3. Contractor will coordinate with community resources to offer clients support with employment through workshops or one on one support.
4. Contractor will offer process group support to identify and resolve issues related to communal living environment.
5. Contractor will provide crisis counseling when needed and collaborate/communicate any crisis to County Social Worker.

H. Additional Responsibilities

1. Contractor will work in partnership with HSD Social Workers to assist participants in identifying any additional needs and communicate progress related to housing goals.
2. Contractor will employ a sufficient level of culturally sensitive, trained, and qualified paid staff to effectively carry out program activities. Bilingual staff will be available for participants whose primary language is Spanish and a plan will be in place to assist monolingual participants regardless of language or origin.
3. Contractor will be prepared to work effectively with participants who have been identified as learning-disabled.
4. Contractor will enter client data into the Sonoma County Homeless Management Information System (HMIS), following the established Rapid Re-Housing data entry work flow, with full program entries, program exits, and all services recorded in the HMIS.
5. Contractor will accept referrals and provide written feedback through the County issued, web-based database system as required.
6. Contractor will adhere to the Continuum of Care Rapid Re-Housing Program Standards, and will participate in the Continuum of Care's Rapid Re-Housing Program Standards Group, attending regularly scheduled meetings.

7. Contractor will notify County social work staff of potential termination from interim and/or permanent housing services for noncompliance prior to executing termination.
8. Contractor shall attend state-level meetings provided by the California Department of Social Services at least annually.
9. Contractor will participate in technical assistance/coordination meetings convened by County.
10. Contractor will do outreach to County workers on program services including presentations at staff meetings and sharing program updates.
11. Contractor will work with County to make program revisions deemed necessary based on program evaluation.

V. Reporting

- A. All reporting data will be entered into Apricot, the County web-based data system per the specifications mutually agreed upon during the database development process.
- B. Contractor will collect data on clients and provide written progress reports on each family at intervals and in a format agreed upon with County staff.
- C. Reporting data will be entered regularly by the contractor and reviewed regularly by FY&C Social Work and administrative staff.
- D. Quarterly reports will be run by FY&C staff on the 20th of the month following the last month of the quarter. If the 20th falls on a weekend or a holiday, the report will be run the following workday.

July through September	run October 20
October through December	run January 20
January through March	run April 20
April through June	run July 20

- E. Quarterly reports as well as other data reports not accessible through the existing web-based data system will be provided by the contractor as requested by the California Department of Social Services.

VI. Program Evaluation

Contractor will work with County to implement an evaluation plan. Contractor will track and report the data through the County administered Apricot data management system.

VII. Results Based Accountability (RBA) Performance Measures

- A. At the request of the County, Contractor shall ensure that at least one management or supervisory staff member attends Anti-Racist Results Based Accountability (AR-RBA) Training, led by Sonoma County Human Services Department Upstream Team.
- B. At the request of the County, contractor shall meet with County designated staff to develop a set of AR-RBA performance measures and an overall plan for AR-RBA implementation specifically related to the contract.

- C. At the request of the County, Contractor shall participate in AR-RBA Turn the Curve meetings twice annually to review and discuss performance measure outcomes.
- D. At the request of the County, Contractor shall provide data on outcomes in each performance measure area. Data shall be provided quarterly on dates established by the County.

VIII. Participant Records

Contractor will maintain files on each participant documenting all relevant participant contacts and activities.

IX. County Responsibilities

- A. County will assess clients' need for HAPP services and assist in the development of priority criteria for the program if necessary.
- B. County will refer clients to Contractor via mutually agreed upon referral form and include all appropriate releases.
- C. County will work with Contractor to develop agreed upon eligibility criteria to enter the program, qualifying factors to extend interim housing services and criteria for disqualification from program services as appropriate.
- D. County will communicate and/or collaborate with Contractor regarding referred clients as appropriate.
- E. County will convene and participate in the routine technical assistance/coordination meetings with the Contractor and other collaborative services.
- F. County will provide any technical assistance necessary to complete the evaluation.
- G. County will provide all software licenses, technical support and ongoing assistance for the implementation of the Apricot web-based database system.
- H. County will coordinate with Contractor and Continuum of Care staff in order to facilitate single data entry that would meet the requirements of both HMIS and the Apricot system when possible.

X. Service Area

The service area for this Agreement will be Sonoma County.

XI. Contract Outcomes

Service Goal:	Contractor shall provide housing services to referred families.
Annual goal:	Eighty (80) families will receive housing location and case management services; Ten (10) families will

receive homeless prevention services to remain
stably housed

Average caseload per FTE: Twenty to twenty-five (20-25) families at any time

Duration of services: Eighteen (18) months

Direct service staff: 5.0 full time positions

- A. One hundred percent (100%) of enrolled participants will complete a Renter's Portfolio.
- B. One hundred percent (100%) of eligible enrolled participants will be enrolled in Coordinated Entry.
- C. Eighty percent (80%) of enrolled participants will obtain permanent housing.
- D. Of the participants that successfully obtained permanent housing, seventy-five percent (75%) will retain housing six (6) months after graduation from the program.
- E. Of the participants that receive homelessness prevention services, one hundred percent (100%) will remain stably housed at the end of their participation in the program and seventy-five percent (75%) will retain housing six (6) months after graduation from the program.

**Exhibit A-2: Scope of Work –
Youth Housing Services**

I. Contract Specific Provisions

Contractor may not deviate from the program as described herein without prior written authorization from County. Contractor will fully comply with the policies and procedures issued by the Human Services Department.

A. Contractor warrants that all of the Contractor's facilities:

1. Will be adequately supervised
2. Will be maintained in a safe and sanitary condition
3. Will be available for monitoring by County and/or state and federal monitors
4. Are accessible to handicapped individuals if appropriate
5. Are nonsectarian
6. Will be within reasonable walking distance of public transit, when needed

B. Contractor will retain overall management responsibility for the services and funds under this Agreement.

C. Contractor will not designate any funding derived from this Agreement as a match for any other grants, awards or funds without the knowledge and approval of County.

II. Youth Housing Program

The purpose of the Youth Housing Program is to provide a program that is consistent with the Housing First core components and compliant with requirements of the Foster Youth to Independence Voucher program as well as State Bill 187 and provisions of the Housing Navigation and Maintenance Program, funded through the California Housing and Community Development Department. This includes providing supports necessary to assist foster youth ages eighteen to twenty-four (18-24) who are exiting or have exited foster care to secure and maintain permanent housing.

III. Program Description

The Youth Housing Program will employ strategies to help foster youth, who are preparing to exit foster care or have exited foster care and who are experiencing homeless, or at risk of homelessness develop independent living skills and move into permanent housing. Adjunctive supportive services provided include case management, housing locator services, financial literacy education, assessment, counseling, and any other services needed to assist youth in obtaining and retaining housing.

IV. Contractor Services

Service Goal: Contractor shall provide housing services to youth.

Annual goal: Twenty (20) foster youth

Average caseload per FTE: Twenty (20)

Duration of services: Eighteen (18) months

Direct service staff: 1.0 full time position

A. General Service Provisions

1. Contractor will develop and provide services for youth that are culturally sensitive, provided in the client's community to the extent possible, and coordinated so that there are no gaps or duplication in services.
2. Contractor will only accept referrals to the program from Family, Youth and Children's Services Division (FY&C), unless Contractor has alternative funds to support outside referrals. Contractor will use modified VI-SPDAT or another assessment tool to assess youths' vulnerabilities related to housing, and prioritize referrals accordingly.
3. Contractor will provide supportive services to referred youth. Supportive services include case management, housing locator services, financial literacy training, assessment, counseling, and any other services needed to assist youth in obtaining and retaining housing.
4. Contractor will base level and types of services on youth's assessed needs.
5. Contractor will participate in technical assistance/coordination meetings convened by the County.
6. Contractor will provide transportation to youth as needed for housing-related appointments or to access nearby community services.

B. Housing Locator Services

1. Housing location services will begin immediately upon enrollment in the Youth Housing Program. Housing will be located as quickly as possible with the goal being within six (6) months of the start of program services.
2. Contractor will support each eligible youth to enroll in the Coordinated Entry System.
3. Housing location services will focus on identifying and assisting with securing housing eligible for the Family Unification Program (FUP) or Foster Youth to Independence (FYI) voucher or housing/housing arrangements that are affordable within the youth's current resources.
4. Contractor will work with the Housing Authority FUP and FYI program staff to coordinate supportive services for enrolled youth who also may be eligible for a FUP or FYI voucher. Contractor may assist Housing Authority staff with obtaining required FUP or FYI voucher documentation from youth on an as-needed basis.
5. Contractor will recruit, engage and maintain relationships with landlords countywide in order to support youths' placements in their housing units.
6. Contractor will address barriers to landlord participation and negotiate incentives, deposits and rental subsidies as appropriate.
7. Contractor will conduct or ensure the Housing Authority conducts an initial inspection of rental units for habitability standards and appropriate rent.

8. Contractor will facilitate landlord-tenant negotiations to calculate appropriate rents and subsidies and support the tenant to enter into a lease agreement or rental contract.
9. Contractor will assist participants in obtaining utilities and making moving arrangements, including providing financial assistance for moving costs and basic furnishings if needed.
10. Contractor will assign a staff contact who will offer support to troubled tenancy, respond to landlord issues, and support troubled tenants to transition to other housing, if necessary for up to six (6) months after the youth is placed in permanent housing. Contractor may determine if youths qualify for an extension of up to an additional six (6) months based upon established criteria for need and progress achieving case management goals. Contractor will notify County of all extensions.
11. Contractor will identify housing occupancy standards for the program.
12. Contractor will collaborate with other community providers to locate existing resources to meet clients' needs.

C. Financial Assistance Services

1. Contractor will provide financial assistance services and instruction to participants.
2. Contractor will be responsible for determination and payment of all costs related to this program, including all financial incentives and subsidies.
3. Contractor will develop a plan, priorities, procedures and appropriate internal controls to approve and monitor all financial assistance payments, including incentives made on behalf of the participant, rental payments, landlord incentives payments, moving expenses and deposit payments. Monthly rental payments will be based on a Progressive Engagement model and limited to an appropriate rent specific to the family or youth.
4. Contractor will identify participant financial needs to cover deposits, monthly rent, utility assistance, rental application fees, payments in arrears and credit check fees for clients related to their move into permanent housing.
5. As part of a placement, Contractor will complete an individualized housing plan, which will include incentives and the schedule for housing financial assistance negotiated with landlord when necessary.
6. Contractor will negotiate incentives and other financial arrangements to encourage landlords to rent to Youth Housing Program participants.
7. Contractor will develop Payment Contracts with the landlord when short -term subsidies are provided.
8. Contractor will leverage and/or coordinate other community resources for permanent housing that the youth is eligible for to access financial support as part of their permanent housing plan.

D. Housing-Related Case Management Services

Contractor will provide housing-related case management services to youth using system-wide standards and forms endorsed by the Sonoma County Continuum of Care.

1. Contractor will develop an individualized case management/housing location plan and client contract for each participant that will incorporate youths' expectations, short- and long-term housing goals, financial housing support, barriers and other considerations related to securing housing, and a schedule for obtaining outcomes.
2. Contractor will partner with the youth to focus on broad aspects of the youth's situation and assist youth in addressing issues and barriers that may impede access to housing utilizing harm reduction, strength-based approach
3. Contractor will provide support through in-person visits at least two (2) times per month, either in the home or in the community to assist youth to retain or secure housing. Contacts may be done by phone after youth has moved into permanent housing.
4. Contractor will work with the youth to market themselves to prospective landlords to support their attainment of permanent housing. Examples may include working with the youth to get letters of support, communication expectations via text, email and in person, self-presentation, presenting a renter's portfolio and attending prospective tenant/landlord meetings.
5. Once housing is secured, Contractor will continue case management services to ensure housing retention. This follow up support will focus on ensuring youth has long-term supportive services available, either through personal networks or other community-based services.

E. Voucher Coordination and Support

1. Contractor shall work with the County as well as the Sonoma County Housing Authority to support coordination and utilization of Family Unification Program (FUP) vouchers for youth as well as Foster Youth to Independence (FYI) vouchers.
2. Contractor shall participate in planning and prioritization efforts as well as ad hoc prioritization meetings as organized by County staff.
3. Contractor shall support enrolled youth in their collection and completion of required paperwork and other steps in order to access the designated voucher.

F. Supportive Services including Budgeting, Credit Repair, Personal Financial Management Training and Mental Health Support

1. Contractor will provide a structured training on budgeting, credit repair and personal financial management.
2. Contractor will assist youth in developing a "Renter's Portfolio" to present to local landlords. The "Renter's Portfolio" will include, at a minimum, a family/personal budget, annotated credit report, and letters of recommendation.

3. Contractor will coordinate with community resources to offer youth support with employment through workshops or one on one support.
4. Contractor will offer support to identify and resolve issues related to roommates and shared living environments.
5. Contractor will provide crisis counseling when needed and collaborate/communicate any crisis to County Social Worker.

G. Long Term Supportive Services

1. Contractor shall ensure that supportive services are available to each youth for up to thirty-six (36) months after the youth has secured a FYI voucher.
2. Drop in Supportive Services will include housing counseling, budget assistance, connection to resources, information about tenant's rights and other support related to housing needs.
3. Former program participants will be eligible to receive Mental Health Counseling at their request. In the event a waitlist is in place, youth will be added to the waitlist for services.
4. Contractor shall invite former program participants to all relevant agency workshops and correspond via generalized mailings and other general channels of communication.

H. Additional Responsibilities

1. Contractor will work in partnership with HSD Social Workers to assist participants in identifying any additional needs and communicate progress related to housing goals as well as any barriers or issues related to the youth's housing.
2. Contractor will employ a sufficient level of culturally sensitive, trained, and qualified paid staff to effectively carry out program activities. Bilingual staff will be available for participants whose primary language is Spanish and a plan will be in place to assist monolingual participants regardless of language or origin.
3. Contractor will be prepared to work effectively with youth who have been identified as learning-disabled, experiencing mental health issues or exhibiting impacts of past traumas.
4. Contractor will enter youth data into the Sonoma County Homeless Management Information System (HMIS), following the established Rapid Re-Housing data entry work flow, with full program entries, program exits, and all services recorded in the HMIS.
5. Contractor will adhere to the Continuum of Care Rapid Re-Housing Program Standards, and will participate in the Continuum of Care's Rapid Re-Housing Program Standards Group, attending regularly scheduled meetings.
6. Contractor shall attend state-level meetings provided by the California Department of Social Services at least annually as required.

V. Reporting

- A. All reporting data will be entered into Apricot, the County web-based data system per the specifications mutually agreed upon during the database development process.
- B. Reporting data will be entered regularly by the contractor and reviewed regularly by FY&C Social Worker and administrative staff.
- C. Quarterly reports will be run by FY&C staff on the 20th of the month following the last month of the quarter. If the 20th falls on a weekend or a holiday, the report will be run the following workday.

July through September	run October 20
October through December	run January 20
January through March	run April 20
April through June	run July 20

- D. Other data reports not accessible through the existing web-based data system will be provided by the contractor as requested by the California Housing and Community Development Department.
- E. Contractor will do outreach to County workers on program services including presentations at staff meetings, sharing program updates via email and developing written materials that County workers may share with clients.

VI. Program Evaluation

As requested by the County, Contractor will work with County to implement an evaluation plan. Contractor will work with County to make program revisions deemed necessary based on program evaluation.

VII. Results Based Accountability (RBA) Performance Measures

- A. At the request of the County, Contractor shall ensure that at least one management or supervisory staff member attends Anti-Racist Results Based Accountability (AR-RBA) Training, led by Sonoma County Human Services Department Upstream Team.
- B. At the request of the County, contractor shall meet with County designated staff to develop a set of AR-RBA performance measures and an overall plan for AR-RBA implementation specifically related to the contract.
- C. At the request of the County, Contractor shall participate in AR-RBA Turn the Curve meetings twice annually to review and discuss performance measure outcomes.
- D. At the request of the County, Contractor shall provide data on outcomes in each performance measure area. Data shall be provided quarterly on dates established by the County.

VIII. Participant Records

Contractor will maintain files on each youth documenting all relevant participant contacts and activities.

IX. County Responsibilities

- A. County will assess youths' need for Youth Housing Program services and assist in the development of priority criteria for the program if necessary.
- B. County will refer youth to Contractor via Apricot, the County web-based data system and include all appropriate releases.
- C. County will work with Contractor to develop agreed upon eligibility criteria to enter the program and, if necessary, criteria for disqualification from program services as appropriate.
- D. County will convene prioritization/case conference meetings and invite the Contractor in order to collaboratively identify and assign available vouchers to youth.
- E. County will communicate and/or collaborate with Contractor regarding referred youth as appropriate.
- F. County will convene and participate in the routine technical assistance/coordination meetings with the Contractor and other collaborative services.
- G. County will provide any technical assistance necessary to complete the evaluation.
- H. County will provide all software licenses, technical support and ongoing assistance for the implementation of the Apricot web-based database system.
- I. County will coordinate with Contractor and Continuum of Care staff in order to facilitate single data entry that would meet the requirements of both HMIS and the Apricot system when possible.

X. Service Area

The service area for this Agreement will be Sonoma County.

XI. Contract Outcomes

Until there is capacity to implement AR-RBA the County and Contractor will develop mutually agreed upon outcomes.

Exhibit B: Fiscal Provisions/Budget

1. Fiscal Responsibilities

In consideration of the obligations to be performed by Contractor herein, Contractor shall be reimbursed for its actual costs, in accordance with the agreed upon budget included herein by reference. Notwithstanding the foregoing, the total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the amount stated in Article 2 of this agreement.

1.1. Claiming and Documentation. Contractor shall receive reimbursement for actual costs by submitting an invoice by the tenth working day of each month. All costs reported by Contractor shall be supported by appropriate accounting documentation. The documentation shall establish that County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement. Invoices shall be submitted to:

County of Sonoma Human Services Department
Family, Youth & Children's Services Division
Attn: Regina de Melo (rdemelo@schsd.org)
1202 Apollo Way
Santa Rosa, CA 95407

1.2. Allowable Costs. No amount or rate negotiated and included in the Contractor's program budget summary or budget backup shall be considered to be an allowable cost in and of itself; such amounts or rates are subject to final approval upon presentation of documentation establishing that actual costs were incurred and are allowable in accordance with Code of Federal Regulations Title 2 CFR Sections 200.420-475.

1.3. No Supplantation. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source, such as Medi-Cal or private insurance. No supplantation of program financing by Contractor is contemplated or allowed.

1.4. Financial Records. Contractor understands and accepts its obligation to establish and maintain financial records of all program expenditures.

1.5. Procurement. No procurement is authorized which is not specifically identified and approved herein. Procurement of all services, supplies, and equipment by purchase, lease or rental shall be performed in conformance with Code of Federal Regulations 2 CFR 200.318-326, General Procurement Standards. For purposes of this Agreement, procurement shall mean purchase, lease or rental of any item with a single value exceeding \$5,000.

1.6. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, Contractor acknowledges that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by County. This contingency is for the express benefit of County and may be waived only by giving express written and executed notice to Contractor.

1.7. Modification of Funding. County reserves the right to modify levels of funding for programs and renegotiate Agreement budgets, if needed, due to increases or decreases in funding from the state. County also reserves the right to request changes in program design in order to accommodate changes made by the state. The County Human Services Director has authority to request and approve program design changes.

2. Budget Adjustments.

2.1. Request. Request for transfer of funds between line items shall be submitted on a "Budget Modification Form" (Sub-schedule M01) as provided by the County. The Contractor must provide justification and supporting documentation for the requested revision.

2.2. Approval. The County Human Services Director is authorized to approve and execute a "Budget Modification Form", which details the transfer of funds between Budget line items, and to approve such changes without an Amendment to this Agreement so long as they do not result in an increase in County's maximum financial obligation.

2.2.1. Equipment. Requests to purchase or lease equipment in excess of \$5,000 and not included in original budget shall require County approval prior to purchase.

3. Financial Management Systems

3.1. Generally-Accepted Accounting Principles. Contractor shall maintain a financial management system which ensures control over the use of funds received by Contractor in accordance with generally-accepted accounting principles. Contractor must comply with the provisions for cost allocations contained in Federal Office of Management and Budget 2 CFR Part 200, Subpart E. The inability of Contractor to demonstrate compliance will cause a corresponding reduction in reimbursement.

3.2. Separate Account. All funds under this Agreement are not required to be maintained in a separate account, but funds on deposit provided through this Agreement shall be accounted for separately in accordance with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards [2 CFR Part 200].

3.3. Program Income. Program Income is revenue generated by the Contractor from contract-supported activities. If activities of program participants or of staff funded under this Agreement result in any income to Contractor, that income shall be reported to County for directions as to disposition in accordance with instructions received by County from the State of California. In the event Contractor receives any compensatory credits and refunds, such as those resulting from workers' compensation dividend checks and annual insurance reductions, for which County has previously reimbursed Contractor, then Contractor shall remit such compensatory credits and refunds to County.

3.4. Indirect Cost Rate. Contractor is responsible for having an Agency indirect cost rate plan, when claiming indirect costs under this Agreement.

4. Audits.

4.1. Contractors who receive federal funding which taken together total over \$750,000 in a single fiscal year are required to have a single agency audit in accordance with the Federal Office of Management and Budget, 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County by the auditor as soon as it is complete.

4.2. If Contractor expends less than \$750,000 in federal awards in the fiscal year it may not charge the cost of an audit to the federal award.

5. Repayment.

5.1. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state, or federal agencies related to activities conducted by Contractor under this Agreement.

5.2. Where unallowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost using a cash refund or offset to a subsequent claim.

6. Funding.

6.1. All or part of this Agreement may be paid with Federal funding. Federally awarded funds must be used in accordance with Federal statutes and regulations.

7. Budget Allocation.

7.1. Contractor will not exceed the amount budgeted per fiscal year as listed in 8. Budget. without the prior written consent of County.

8. Budgets.

Housing Assistance and Placement Program	
Fiscal Year 2023-2024	
Line Item Description	Amount
Staff Salaries	461,225
Staff Benefits	75,564
Rental / Lease of Facility	54,000
Utilities / Building Maintenance	29,381
Telephone / Communications	12,052
Insurance Expense	5,114
Equipment - Rental / Lease / Maintenance	1,599
Office /Program Supplies / Expenses	9,360
Staff Mileage / Travel	4,777
Other: Direct Client Assistance (for HAPP and Youth Housing Services)	553,000
Other: Professional services	19,200

Indirect Costs @ 6%	\$74,728
<i>Fiscal Year 2023-24 Total</i>	\$1,300,000
Fiscal Year 2024-2025	
Staff Salaries	477,843
Staff Benefits	80,393
Rental / Lease of Facility	55,620
Utilities / Building Maintenance	32,178
Telephone / Communications	12,052
Insurance Expense	5,805
Equipment - Rental / Lease / Maintenance	1,599
Office /Program Supplies / Expenses	9,360
Staff Mileage / Travel	4,996
Other: Direct Client Assistance (for HAPP and Youth Housing Services)	529,000
Other: Professional services	16,968
Indirect Costs @ 6%	\$74,186
<i>Fiscal Year 2024-25 Total</i>	\$1,300,000
Housing Assistance and Placement Program Total Amount Not to Exceed	\$2,600,000

Youth Housing Services	
Fiscal Year 2023-2024	
Line Item Description	Amount
Staff Salaries	82,026
Staff Benefits	16,012
Telephone / Communications	1,024
Insurance Expense	1,088
Equipment - Rental / Lease / Maintenance	1,599
Office /Program Supplies / Expenses	1,920
Staff Mileage / Travel	1,703
Other: Direct Client Assistance (for HAPP and Youth Housing Services)	103,000
Other: Professional services	6,000
Indirect Costs @ 7.3%	\$15,628
<i>Fiscal Year 2023-24 Total</i>	230,000

Fiscal Year 2024-2025	
Line Item Description	Amount
Staff Salaries	82,028
Staff Benefits	16,049
Telephone / Communications	624
Insurance Expense	1,088
Office /Program Supplies / Expenses	1,920
Staff Mileage / Travel	1,703
Other: Direct Client Assistance (for HAPP and Youth Housing Services)	105,000
Other: Professional services	5,625
Indirect Costs @ 7.3%	\$15,963
<i>Fiscal Year 2024-25 Total</i>	
Youth Housing Services Total Amount Not to Exceed	460,000

Exhibit C: Insurance Requirements

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 below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1 Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2 General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **The County of Sonoma its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. ***Required Evidence of Insurance:***
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3 **Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. **Required Evidence of Insurance:** Certificate of Insurance.

4 **Professional Liability/Errors and Omissions Insurance**

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Contractor's services include: (1) programming, customization, or maintenance of software; or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Contractor arising from the negligence of Contractor, Contractor's employees and Contractor's subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5 **Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6 **Documentation**

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

The County of Sonoma, its Officers, Agents and Employees
Contracts Unit
3600 Westwind Boulevard
Santa Rosa, CA 95403
Or pdf to: contracts@schs.org

- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7 **Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8 **Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit D: Assurance of Compliance

**ASSURANCE OF COMPLIANCE WITH
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

CONTRACTOR HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Sections 12960 and 12940 (c), (h) (1), (i), and (j); California Government Code Section 4450; Title 22, California Code of Regulations 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996 (California Government Code Section 7290-7299.8); Sonoma County Ordinance 4291, and other applicable federal, state and local laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, 28 CFR Parts 35 & 42, 41 CFR Parts 60 et seq., and 29 CFR Part 38), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex (including pregnancy, childbirth, or related conditions, sexual orientation, gender identity, gender expression, transgender status and sex stereotyping), color, disability, medical condition (including AIDS and/or HIV), national origin (including limited English proficiency), race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and **CONTRACTOR HEREBY GIVES ASSURANCE THAT** administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

4/17/2023
Date


Signature

Exhibit I: Data System Requirements

Apricot Data System Access Requirements

- A. Contractor agrees to require all persons who have access to the information in Apricot to comply with the provisions of Section 10850 of the Welfare and Institutions (W&I) Code, Section 827 of the W&I Code and Division 19 of California Department of Social Services Manual of Policy and Procedures.
- B. Access to Apricot shall only be allowed for designated staff who work with HSD-referred clients and only for the purpose described in this Agreement. Accessing client information related to anything other than what is described in this Agreement is strictly prohibited.
- C. Access to Apricot will be allowed only for Contractor staff that have signed and submitted an HSD Security & Confidentiality Agreement. This Agreement must be received by HSD prior to the issuance of a secure user name and password.
- D. Contractor will provide written notification to HSD of any employee change that relates to this Agreement, including termination of access due to leave, job change or other reason, within two (2) business days of the change.
 - i. When access for an employee is either requested or terminated, an updated roster of all Contractor employees with Apricot access shall be submitted along with the written notification of the employee change.
 - ii. All notices to HSD regarding Apricot shall be made in writing via e-mail and addressed as follows:

Vickie Miller, Apricot Administrator
vmillerf@schsd.org
(707) 565-4372
- E. Contractor will ensure that usernames and passwords are not shared by Contractor employees.
- F. Contractor understands that there is a criminal penalty for release or use of the information by Contractor for any purpose other than stated in this Agreement.