

**COUNTY OF SONOMA**  
**AGREEMENT FOR SERVICES**  
(HS Division Contract Template Version 2025 Aug 20)

This agreement (“Agreement”), dated as of \_\_\_\_\_, 2026 (“Effective Date”), is by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter “County”) and Catholic Charities of the Diocese of Santa Rosa (hereinafter “Contractor”).

RECITALS

WHEREAS, Contractor represents that it is a duly qualified manager of homelessness sites, experienced in homelessness program site management, guest care services, interim shelter site management, and related services necessary for the safe and secure operation of homelessness sites; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to use the services of Contractor to provide homelessness program site management and guest support services to ensure the safe and secure operation of the facilities.

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

AGREEMENT

1. Scope of Services

1.1. Contractor’s Specified Services.

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

1.2. Cooperation With County

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

1.3. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor’s profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County determines that any of Contractor’s work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional

charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. 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.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5. Contract Exhibits

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

- Exhibit A. Scope of Work
- Exhibit B. Budget and Budget Narrative
- Exhibit C. Insurance Requirements
- Exhibit D. Homeless Management Information System
- Exhibit E. Reasonable Accommodations
- Exhibit F. State and Federal Funding Requirements
- Exhibit G. Privacy and Security of Personal and Personally Identifiable Information
- Exhibit H. County of Sonoma, Emergency Shelter/Interim Housing Sites, Code of Conduct Agreement, Statement of Participant Rights and Behavioral Expectations
- Exhibit I. California Department of Health Care Services Behavioral Health Services Act Contract Special Terms and Conditions
- Exhibit J. United States District Court Northern California – District of California – San Francisco Division – Case No. 18-CV-01955-VC

2. Payment

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

2.1. Payment for Services

Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibit B (Budget and Budget Narrative), attached hereto and incorporated herein by this reference (hereinafter “Exhibit B”). Contractor shall submit its invoices in arrears on a monthly basis in a form approved by County’s Auditor and the Department of Health Services Director. Contractor is to submit invoices to County within thirty (30) days after the end of each month. The invoices shall show or include: (i) the task(s) performed, (ii) the employees name, hourly rate, and time in quarter hours devoted to the task(s), (iii) the specific site location and assignment, (iv) dates/days worked, and (v) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

2.2. Maximum Payment Obligation

Contractor shall be paid in accordance with the budget set forth in Exhibit B (Budget and Budget Narrative). In no event shall County be obligated to pay Contractor more than the total sum of \$5,731,842 (and no more than \$1,891,087 in FY 26/27, \$1,898,206 in FY 26/27, and \$1,942,549 in FY 28/29) without the prior written approval of County under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

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

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

2.4. Overpayment

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County’s option, permit County to offset the amount of such

overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.5. Disallowance of Payment

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

2.6. Budget Line Amendments

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

2.7. Federal Funding

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

2.7.1. Required Information

As a pass-through entity, County is required to provide certain information regarding federal award(s) to Contractor as a Contractor. In signing this Agreement, Contractor acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

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

2.7.2. Title 2 Code of Federal Regulations Part 200

As a Contractor of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter “2 CFR Part 200”). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a Contractor that expends \$1,000,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor’s fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to County’s Auditor-Controller-Treasurer-Tax Collector’s Office – General Accounting Division.

Contractors with an approved federally recognized indirect cost rate negotiated with the Federal Government shall provide certification of the federally recognized rate to County. Contractors who do NOT have an approved federally recognized indirect cost rate shall be

capped at the de minimis rate as defined by the Federal Government. If Contractor wishes to use an allocation basis other than the standard methodology, Contractor must obtain County's prior approval.

2.7.3. Audits

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

2.7.4. Copy of Audit

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

2.7.5. Retention of Audit Report

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

2.7.6. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state agencies, and/or federal agencies related to services provided by Contractor under this Agreement. Unallowable costs that have been claimed and reimbursed will be refunded to the program that reimbursed the unallowable costs either by cash refund or by offset to subsequent claims.

3. Term of Agreement

3.1. Term

The term of this Agreement shall be from July 1, 2026 through June 30, 2029 unless terminated earlier in accordance with the provisions of Article 4 (Termination).

3.2. Option to Extend Term

County, at its sole discretion, may extend the term of this Agreement for up to two (2) additional one-year periods through June 30, 2031. County may exercise its option to extend the term of this Agreement in writing signed by County. If County exercises its option to extend the term of this Agreement, County shall provide to Contractor an amendment to this Agreement signed by both parties, which shall include the updated term and the updated budget reflecting the tasks and services to which the additional amounts have been budgeted. Such additional authorized funds shall not be made available to Contractor without Contractor's written consent to and acknowledgement of the updated budget reflecting such funds.

4. Termination

4.1. Termination Without Cause

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

4.2. Termination for Cause

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

4.3. Delivery of Work Product and Final Payment Upon Termination

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

4.4. Payment Upon Termination

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

4.5. Authority to Terminate

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

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.7 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), (4) Section 9.5.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.15 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

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

5. Indemnification

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

6. Insurance

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

7. Prosecution of Work

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

8. Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for

extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of 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 represents and warrants that Contractor is an independently established business entity that provides services of the same nature as the services provided for County under this Agreement, and that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Nothing contained in this Agreement shall be construed to give County the power to direct and control the day-to-day activities of Contractor, and nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership or joint venture, or to give either Party the power or authority to act for, bind, or commit the other Party in any way. Contractor shall have the right to set its own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means, and manner of performance of, but not limited to, such matters as outlined in Exhibit A (Scope of Work) without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide its own resources, tools, and equipment and direct its operation in all respects in performing the services hereunder. This Agreement shall not in any manner restrict Contractor from performing services for other clients or businesses. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. No Suspension or Debarment

Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the "Excluded Parties List System" maintained by the System

for Award Management (SAM). If Contractor becomes debarred, Contractor has the obligation to inform County.

#### 9.4. Taxes

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

#### 9.5. Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services provided under this Agreement. Records shall include all medical records, accounting records, and administrative records related to services provided hereunder. Contractor agrees to preserve and maintain such records for a period of at least seven (7) years following the close of County and state fiscal year in which the services were provided. If an audit has been started, records must be retained until completion and final resolution of any and all issues that might arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, guest data cards, and schedules for allocating costs.

##### 9.5.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records. Contractor agrees to comply with all requests for information from County necessary to fulfill County's reporting obligations. This includes providing any reports prepared by Contractor or its subcontractors, consultants, and agents, as well as any data or documentation required by County. All information must be provided in a timely and accurate manner to ensure compliance with applicable reporting requirements.

##### 9.5.2. Audit Requirement

Contractor shall procure an independent audit annually and submit to County within nine (9) months of Contractor's fiscal year-end. An annual audit is required by County even if this agreement will not be paid with Federal awards or Contractor is otherwise exempt from the

single audit requirements of 2 CFR Part 200. Submission of a Single Audit in accordance with Section 2.7.3. of this agreement shall also satisfy this requirement.

9.6. Conflict of Interest

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

9.7. Statutory Compliance/Living Wage Ordinance

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

Contractor shall provide training to employees regarding applicable federal, state, and local labor laws, Cal/OSHA regulations, and industry best practices designed to prevent labor law violations and workplace safety hazards. Such training shall be conducted at the frequency, duration, and intervals required by Cal/OSHA and any other applicable regulatory authority. Contractor shall ensure that all training materials and instruction comply with current legal requirements and recognized safety standards. Contractor shall maintain records of all training conducted, including dates, attendance, and subject matter, and shall provide copies of such records to County upon request.

9.8. Nondiscrimination

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

9.9. AIDS Discrimination

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

9.10. Assignment of Rights

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

9.11. Ownership and Disclosure of Work Product

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

9.12. Authority

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

9.13. Sanctioned Employee or Subcontractor

Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to monthly review of said state and federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14. Compliance with County Policies and Procedures

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

9.14.1. Artificial Intelligence Policy. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with the Sonoma County Information Technology Artificial Intelligence (AI) Policy. No County confidential, restricted, personal, proprietary, or protected data of any kind, including data that is not owned by the County, may be shared (copied, typed, interfaced, etc.) with these platforms. AI technology shall not be used to create work product that requires a professional license or certificate, and AI technology shall not be used as a replacement for any review and certification by any other licensed professionals.

9.15. Confidentiality

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

9.16. Lobbying

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

9.17. Subcontractors

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

9.18. Licensure and Staffing

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

9.19. Charitable Choice/Faith-Based Organizations

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

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

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

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other party may in writing demand adequate assurance of due performance, and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

11. Assignment and Delegation

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

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

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

To County	To Contractor
<p>Chris Inclan  Health Program Manager  Homelessness Division  Department of Health Services  County of Sonoma  1450 Neotomas Avenue, Suite 115  Santa Rosa CA 95405  707-565-4032  chris.inclan@sonomacounty.gov</p>	<p>Jennielynn Holmes  Chief Executive Officer  Catholic Charities of the Diocese of Santa Rosa  987 Airway Court  Santa Rosa CA 95403  707-528-8712  jholmes@ccnwc.org</p>

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

13. Miscellaneous Provisions

13.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction

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

13.3. Consent

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

13.4. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum

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

13.6. Captions

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

13.7. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms

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

13.9. Time of Essence

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

13.10. Counterparts and Electronic Copies

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

13.11. Publicity

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

13.12. Settlement-Specific Terms for Homeless Services and Property Handling/Storage Programs

13.12.1. Background

All County-funded programs involving homelessness services, homeless outreach, the storage or handling of personal property, or the removal of personal property from public property that the Contractor provides under this Agreement are subject to the terms and conditions of the settlement agreement attached to this Agreement as Exhibit J (United States District Court Northern California – District of California – San Francisco Division – Case No. 18-CV-01955-VC) (hereinafter, "Settlement"). Under the Settlement, the County must require its contractors performing such programs, services, or activities covered by the Settlement to maintain a written reasonable accommodation policy describing the procedure for requesting, reviewing, and implementing accommodations for individuals with disabilities. The Settlement also requires the County to ensure that its contractors providing such programs, services, or activities understand and assist the County in complying with the Settlement's requirements, including by incorporating the Settlement into this Agreement as an exhibit. These requirements apply equally to all subcontractors engaged in performing any portion of the covered programs, services, or activities.

13.12.2. Written Reasonable Accommodation Policy

Contractor shall, within 6 months of the Effective Date, develop, maintain, and implement a public written reasonable accommodation policy governing all programs, services, and activities covered by the Settlement. The policy shall describe the procedure for requesting, reviewing, approving or denying, and implementing reasonable accommodations for individuals with disabilities, and shall comply with all applicable federal and state disability rights laws. Contractor shall provide the policy to the County upon request within a reasonable period and shall ensure that all personnel, including subcontractors, involved in performing services under this Agreement are trained on the policy's requirements.

13.12.3. Cooperation with the County in Compliance with the Settlement

Contractor agrees to use reasonable efforts to cooperate with the County to ensure that the programs, services, and activities covered by the Settlement and performed under this Agreement comply with all applicable terms and conditions of the Settlement. Such cooperation includes, but is not limited to, timely communication with County staff; identifying and modifying any existing procedures or practices necessary to support the County's responsibilities under the Settlement; and ensuring that all subcontractors engaged in performing any portion of the covered programs, services, or activities adhere to the same requirements.

§ The remainder of this page has intentionally been left blank. §

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

**CONTRACTOR:**

\_\_\_\_\_  
Jennielynn Holmes, Chief Executive Officer  
Catholic Charities of the Diocese of Santa Rosa

\_\_\_\_\_  
Dated

**COUNTY OF SONOMA:**

Approved; Certificates of Insurance on File with County:

\_\_\_\_\_  
Nolan Sullivan, Director  
Department of Health Services

\_\_\_\_\_  
Dated

Approved as to Substance:

\_\_\_\_\_  
Division Director or Designee

\_\_\_\_\_  
Dated

Approved as to Form:

\_\_\_\_\_  
Sonoma County Counsel

\_\_\_\_\_  
Dated

Approved as to Substance:

\_\_\_\_\_  
Information Systems Manager

\_\_\_\_\_  
Dated

Approved as to Substance:

\_\_\_\_\_  
Privacy & Security Officer or Designee

\_\_\_\_\_  
Dated

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## Exhibit A. Scope of Work

### Project Background and Description

The County of Sonoma Department of Health Services (DHS) currently operates two non-congregate interim shelter sites to provide interim housing and stabilization services for individuals who meet the federal definition of homelessness. The guest population may include adult individuals, couples, and transitional-age youth (ages 18–25).

In alignment with California’s Behavioral Health Bridge Housing (BHBH) and Behavioral Health Services Act (BHSA) funding priorities, County seeks to engage one or more qualified contractors to provide comprehensive, 24/7 site management for the following interim housing sites:

- **Mickey Zane Place** (formerly Hotel Azura) – a 44-room converted hotel that can shelter up to 54 individuals located at 635 Healdsburg Avenue in Santa Rosa, California. This site serves individuals experiencing homelessness while prioritizing chronic homelessness with complex behavioral health needs.
- **Eliza’s Village** – a facility consisting of two refurbished dormitories located at Rancho Los Guilicos 332/336 Eliza’s Way in Santa Rosa, California, with approximately 40 sleeping rooms per dormitory. The site may house up to 80 individuals in single-room occupancy, or up to 160 in double-room occupancy as needed. This site serves individuals experiencing homelessness while prioritizing chronic homelessness with complex behavioral health needs. Eliza’s Village includes food preparation areas, common restrooms, and a communal gathering space to support social engagement, skill-building, and behavioral health programming.

**Sites May Change.** Site locations may change over the course of the service agreement. Contractors must be flexible and prepared to adjust service delivery and staffing models to accommodate County’s direction and needs for current and future interim housing sites.

### A. General Responsibilities

Contractor shall provide all staffing, supervision, and operational oversight necessary to ensure that the site operates safely, effectively, and in compliance with County requirements. Site management and services shall be delivered using a low-barrier, trauma-informed, harm-reduction, and culturally responsive approach, ensuring equitable and respectful treatment of all individuals served.

The overarching goal of the sites is to provide a safe and supportive environment that promotes individual well-being and advances guests toward permanent housing. Contractor shall collaborate with County case managers and other service providers to make measurable progress toward housing stability.

While the sites serve a diverse population, services shall primarily focus on chronically homeless individuals experiencing mental health and/or substance use challenges, in alignment with County and statewide behavioral health initiatives.

All site management practices and service delivery shall adhere to guidelines and requirements established by DHS, in close coordination with Health Services managers and County staff, to ensure consistency with County policies, funding requirements, and best practices.

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**B. Staffing, Training, and Site Procedures**

All work must be performed in a manner consistent with the professional standards and level of competency expected of experienced providers in this field. Homelessness site support staff are required to be trained and qualified to perform their roles, including experience working with the population of focus. Staff must receive training in trauma-informed care, de-escalation techniques, and culturally responsive practices to ensure the safety, dignity, and well-being of all guests. The contractor shall assign only competent and qualified personnel to perform the duties including but not limited to:

- Provide 24/7 staffing coverage, including overnight and weekend shifts
- Designate an on-site Site Manager responsible for daily operations and coordination with County
- Ensure all staff receive training in the following:
  - Trauma-informed care
  - Crisis intervention
  - De-escalation techniques
  - Cultural humility
  - Safety and emergency response procedures
  - HIPAA/Privacy Compliance
- Maintain appropriate staffing levels to ensure guest safety and continuity of operations
- Develop a comprehensive Standard Operating Procedure (SOP) manual within 90 days of contract commencement, subject to County review and approval

**C. Intake, Coordinated Entry, Guest Records, and File Management**

Contractor shall:

- Accept all intakes from DHS.
- Facilitate intakes for individuals approved by DHS.
- Coordinate intake scheduling with DHS.
- Utilize the County-designated Homeless Management Information System (HMIS) and/or Electronic Health Record (EHR).
- Enroll all guests immediately upon program entry.
- Maintain timely, accurate HMIS and/or EHR data.
- Assess and enroll all willing guests into the County's Coordinated Entry System.
- Coordinate with County-designated case managers.
- Maintain complete and HIPAA compliant files using County-required cover pages.
- Comply with confidentiality, privacy, and data security requirements.

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**D. Daily Operations and Guest Engagement**

Contractor shall:

- Document guest's homeless status at entry.
- Manage daily site operations, including check-ins, room assignments, and orientations.
- Conduct weekly room inspections.
- Develop and maintain a weekly enrichment, workshops, events, and activity schedule.
- Develop volunteer opportunities so guests can maintain benefits eligibility.
- Encourage participation using a voluntary, low-barrier approach.

**E. Code of Conduct Enforcement and Behavioral Management**

Contractor shall:

- Enforce the County-developed Code of Conduct (Attachment C) consistently and fairly.
- Utilize trauma-informed de-escalation strategies.
- Document all violations in accordance with County procedures.
- Issue warnings to guests who violate the Code of Conduct.
- Communicate behavioral incidents promptly to County-designated case managers.

**F. Incident Review and Exit Determination Process**

Contractor shall:

- Establish procedures for serious or repeated violations. These procedures must align with the County's minimum due process standards.
- Ensure impartial review and documentation.
- Coordinate all exits with the County, except in emergencies.
- Conduct exits in a manner that prioritizes safety and dignity.

**G. Safety, Crisis Response, and Emergency Procedures**

Contractor shall:

- Maintain a safe and secure environment.
- Respond to crises in accordance with County-approved protocols.
- Develop a site-specific Emergency Action Plan (EAP), including evacuation from each site, within 90 days.
- Conduct regular emergency preparedness training.
- Document and report incidents within 24-hours (some incidents will require reporting sooner.)
- utilize prepositioned County vehicles for evacuation events. This includes all trainings or documents deemed necessary by the County.

- During Evacuation Warnings, Orders, or emergency events that require evacuation of Eliza's Village or Mickey Zane Place, Contractor shall transport Clients off the site, their possessions, and pets to appropriate identified Temporary Evacuation Point, Evacuation Shelter, or other identified Private-Non-Profit Partner shelter as appropriate.

## **H. Facility Operations**

### **1. Site Administration.** Contractor shall:

- Communicate site logistical needs to County staff.
- Enter data into the Homeless Management Information System (HMIS) in accordance with County HMIS data standards.
- Act as a Coordinated Entry Access point.
- Enforce the Code of Conduct including exiting of guests who violate the code of conduct.

### **2. Internal Controls and Financial Management.** Contractor shall document and implement internal policies that include:

- Internal controls over purchasing and receiving of goods
- Online purchases shipped to business addresses only
- Inventory logs with appropriate sign-offs
- Documented invoice preparation procedures
- Staff responsible for invoicing must understand contract financial provisions

### **3. Timesheet and Labor Cost Documentation.** All of Contractor's employees, including salaried staff, shall document hours worked on timesheets by program, activity, and/or shelter site. Timesheets shall support accurate billing, cost allocation, and audit compliance and be reviewed by supervisory staff.

## **I. Reporting and Compliance.** Contractor shall:

- Submit detailed invoices and reports.
- Provide monthly billing with staff identifiers, roles, hours, and pay rates.
- Comply with Continuum of Care HMIS data quality standards.
- Maintain HMIS and file data quality.
- Maintain EHR and file data quality standards.
- Address monitoring findings.
- Submit required reports.
- Participate in County audits and site visits.

## **J. Cultural Competency.** Contractor shall:

- Demonstrate culturally competent service delivery.
- Provide documentation of experience with similar populations.

- Describe linguistic capacity.
- Define qualitative and quantitative outcome measures.

**K. Implementation Timeline.** Contractor shall provide a timeline for:

- Recruitment of qualified staff
- Verification of licensing and certification
- Policy and procedure readiness

**L. Coordination with County Case Management and Partners.** Contractor shall:

- Maintain regular communication with County-designated case managers.
- Notify the County of significant issues.
- Participate in coordination meetings and case conferencing.

**M. Deliverables.** Deliverables may include, but are not limited to:

- Staffing and training plan
- Monthly enrichment schedule
- SOP manual
- Emergency Action Plan
- Full HMIS and Coordinated Entry participation/documentation
- Incident reports, Appeals, Exit Notices, Grievances
- Appeal committee documentation

**N. Performance Metrics and Outcomes.** Contractor shall meet performance expectations supporting safe operations, service quality, fiscal accountability, and progress toward housing stability.

**1. Program Operations and Capacity**

Metrics may include average daily census, bed utilization rates, and intake timeliness. Outcomes include consistent capacity utilization and minimized vacancy periods.

**2. Safety, Stability, and Site Management**

Metrics may include incident frequency and de-escalation success rates. Outcomes include a stable, trauma-informed environment.

**3. Interim Housing Exits**

Metrics may include length of stay, behavioral exits, self-exits, and exits to permanent housing.

**4. Service Engagement**

Metrics may include number of activities offered and participation rates. Outcomes include improved engagement and well-being.

## 5. Data Quality and Compliance

Metrics may include HMIS timeliness and file completeness. Outcomes include audit-ready records.

## 6. Fiscal Accountability

Metrics may include invoice accuracy and audit findings. Outcomes include transparent use of public funds.

## Data and Outcome Requirements

Contractor shall be required to participate in the County's Homeless Management Information System (HMIS) and Coordinated Entry (CE) throughout the term of this Agreement. The Contractor must ensure timely, accurate, and complete data entry in accordance with County data standards and reporting requirements. The County may also require the Contractor to utilize the County-designated Electronic Health Record (EHR) system and/or any other data collection or reporting systems deemed necessary to support program operations, monitoring, and compliance.

Emergency Shelters shall measure four outcomes as project deliverables:

1. Number of guests who exit to a permanent housing destination
2. Number of guests who increase income from any source(s)
3. Timely and accurate data entry based on staff input into the Homeless Management Information System (HMIS), as defined and by the prevailing HMIS Data Standards
4. The number and percentage of guests assisted with accessing and/or maintaining Medi-Cal.

## Homeless Management Information System

As stated in the Sonoma County Homeless Management Information System Participant Agreement, Contractor must be in "good standing" in collecting and entering current, accurate, and comprehensive data that reflects the homeless program services delivered by Contractor into County's Efforts to Outcomes (EtO) Homeless Management Information System (HMIS) licensed by Social Solutions Group as a condition of funding under the resultant Agreement.<sup>1</sup>

**1. HMIS Good Standing.** Good standing is defined as timely data entry as well as complete and accurate data reflective of the guest's status at intake, update, and exit, as defined by the prevailing HMIS Data Standards.

- a. **Timely data entry.** Unless otherwise approved in writing and attached to the resultant Agreement, entry of data into EtO HMIS within five (5) business days of the event that generated the data collection (i.e., guest intake, entry, update, and/or exit from the program) is required. If guest is enrolled in program services for longer than one-year, annual updates are required.

<sup>1</sup> [https://sonomacounty.ca.gov/Main County Site/General/Sonoma/Sample Dept/Divisions/Housing Authority/Services/A Service/\\_ Documents/HMIS Participation Agreement.pdf](https://sonomacounty.ca.gov/Main%20County%20Site/General/Sonoma/Sample%20Dept/Divisions/Housing%20Authority/Services/A%20Service/_Documents/HMIS%20Participation%20Agreement.pdf)

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**b. Accurate and Complete Data**

- i. All homeless guest data for Covered Homeless Organizations shall be entered into the EtO HMIS.
- ii. 95% of all Department of Housing and Urban Development (HUD) or Sonoma County-defined mandated data points are supplied (fields do NOT reflect a “Null”, “Don’t Know or Refused”, or “Data Not Collected” value).
- iii. The HUD Data Quality reports (required quarterly for each homeless program) shall always reflect a 95% or higher data completeness and quality result.

- c. **Data Collection Methodology.** Contractor shall adhere to the most current HMIS Data Standards and County of Sonoma HMIS Lead designed program workflow(s) for each homeless program type.

**2. User Training.** All users of the EtO HMIS shall receive general HMIS user training as well as security and ethics training prior to receiving login credentials to the HMIS. In addition, all HMIS users shall receive updated security and ethics training annually. Contractor shall report users departing their HMIS role for any reason within 24 hours of their departure for removal of user from the HMIS.

**3. Required Quarterly Reporting.** Contractor shall utilize data from the following reports as the basis for quarterly report submissions and include those reports with its submission:

- a. HUD Data Quality Report for the program being reported with a data range from the start of the fiscal year to the end of the required reporting period (cumulative)
- b. HUD Annual Performance Report for the program

**4. HMIS Financial Match and Other Financial Requirement.** Contractor shall agree to pay the calculated fair share portion of the McKinney-Vento-required funding match within 60 days of billing by County. Contractor also agrees to provide County with leveraging information within 30 days of request.

**5. Homeless Count Participation.** Contractor shall take part in annual sheltered Homeless Count by maintaining accurate and up-to-date data in good standing and being responsive to the Sonoma County Homelessness Coalition (formally: Continuum of Care) and HMIS Coordinators’ requests for current and accurate information prior to and after the Homeless Count. Contractor shall take part in the annual unsheltered Homeless Count by assigning staff to assist in the Homeless Count process and by making facilities and other Contractor resources available to support the Homeless Count commensurate to the size of Contractor’s homelessness program.

**Coordinated Entry**

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

- a. Assessing and enrolling homeless guests directly to CES for screening and assessment
- b. Communicating about program referral placement and/or reasons for declining guests

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**O. County of Sonoma DHS – Responsibilities**

- Provide Lunch and Dinner to guests at both sites through contracted vendor.
- Provide Housing Navigation and Case Management services.
- Provide 24/7/365 on site security.
- Maintain facilities.
- Maintaining essential shelter supplies including bedding, linens, pillows and mattresses
- Maintaining the grounds

**P. Sentinel Events**

Written guest care and safety protocols prepared and implemented by Contractor for review and approval by County to include:

- a. An investigative and reporting procedure for significant site incidents involving guests or staff or both, including but not limited to, onsite deaths; calls for medical assistance; reports of domestic violence, assaults, and known or observed onsite drug or alcohol use. Related reports must be provided to County within three (3) days of any incident, except when a death has occurred. In the event of a guest death, County shall be notified not less than 12 hours after Contractor staff is made aware of the death; and
- b. A guest care procedure for when a guest is observed to be under the influence of drugs or alcohol. This guest care procedure may include, but not be limited to, (1) case notes entered into the guest's confidential files; (2) a formal offer by Contractor staff of counseling or treatment to the guest, predicated on a HEART team member's confirmation that adequate resources are available; and (3) referral to the HEART team of the names of those guests who are interested in the counseling or treatment; and
- c. A guest care procedure for guests who agree to substance use counseling or treatment and who desire to be in a housing unit reasonably distant from other guests who may not be in recovery, to the extent that this is achievable with the site's guest count and site layout.

Please address any questions, concerns, and reports to:

Chuck Mottern  
Homeless Services Coordinator  
1450 Neotomas Avenue, Suite 200  
Santa Rosa, CA 95405  
chuck.mottern@sonomacounty.gov  
707-565-4070

**Exhibit B. Budget and Budget Narrative**

This Exhibit B (Fiscal Provisions and Budget) comprises the following, which are herein incorporated by reference:

- B-1. Summary of Budgets
- B-2. Eliza's Village – FY 26/27 Budget
- B-3. Eliza's Village – FY 27/28 Budget
- B-4. Eliza's Village – FY 28/29 Budget
- B-5. Mickey Zane Place – FY 26/27 Budget
- B-6. Mickey Zane Place – FY 27/28 Budget
- B-7. Mickey Zane Place – FY 28/29 Budget
- B-8. Budget Narrative Supplemental – Eliza's Village and Mickey Zane Place

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**Exhibit B-1 – Summary of Budgets**

<b>Site</b>	<b>Year 1 (\$)</b>	<b>Year 2 (\$)</b>	<b>Year 3 (\$)</b>	<b>Total (\$)</b>
<b>Eliza's Village</b>	1,124,266	1,124,661	1,150,889	3,399,816
<b>Mickey Zane Place</b>	766,821	773,545	791,660	2,332,026
<b>Totals</b>	1,891,087	1,898,206	1,942,549	5,731,842

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**Exhibit B-2. Eliza's Village – FY 26/27 Budget**

<b>Personnel</b>					
	<b>Position</b>	<b>Current FTE Worked</b>	<b>% This Contact</b>	<b>Full FTE Annual Salary (\$)</b>	<b>Program Budget (\$)</b>
1	Participant Advocate (Day Shifts)	4.00	1.00	46,384	185,536
2	Participant Advocate (Swing Shifts)	3.00	1.00	48,464	145,392
3	Participant Advocate (Overnights)	2.80	1.00	52,624	147,347
4	Participant Service Coordinator	1.00	0.70	56,160	39,312
5	Site Supervisor	1.00	1.00	61,360	61,360
6	Program Manager	1.00	0.50	73,320	36,660
7	Program Director	1.00	0.50	106,080	53,040
<b>Sub-Total Salaries</b>					<b>668,647</b>
Fringe Benefits	35.0%	% of Salaries	<b>Fringe Benefits</b>		<b>234,026</b>
<b>Total Personnel Costs</b>					<b>902,673</b>
<b>Operating Expenses</b>					
1	Communications	GoTo App/Site Phone/Mobile device Reimbursements		7,720	7,720
2	Food	Food for breakfast and engagement activities		13,200	13,200
3	Insurance	Liability		7,000	7,000
4	Miscellaneous Expense	Various		5,400	5,400
5	Office Expense	Office supplies		1,500	1,500
6	Recruitment Expenses			2,000	2,000
7	Training	EE Training Materials		2,520	2,520
8	Travel	EE Mileage		6,000	6,000
9	Rents & Leases - Equipment	Kyocera Printer Lease		2,140	2,140
10	Other (specify):	Datalink (ETO) fees		12,070	12,070
11	Other (specify):	HMIS Shared		2,400	2,400
12	Other (specify):	Computer/Dock (3)		9,000	9,000
13	Other (specify):	Team Logic IT Support		4,000	4,000
<b>Total Operating Expenses</b>					<b>74,950</b>
<b>Indirect Costs</b>					
<b>Indirect Costs (Specify/summarize below)</b>				<b>146,643</b>	<b>146,643</b>

<p>Indirect costs support the administrative and operational infrastructure required to manage programs and ensure fiscal accountability. CCNWC applies an indirect cost rate consistent with 2 CFR Part 200, using the federal de minimis rate of up to 15% of Modified Total Direct Costs, or the lower rate allowed by the funder. Indirect costs include shared administrative, financial, compliance, and facilities expenses that benefit all programs and are allocated equitably in accordance with the agency's Cost Allocation Plan.</p>	
<b>Total</b>	<b>1,124,266</b>

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**Exhibit B-3. Eliza's Village – FY 27/28 Budget**

<b>Personnel</b>					
	<b>Position</b>	<b>Current FTE Worked</b>	<b>% This Contact</b>	<b>Full FTE Annual Salary (\$)</b>	<b>Program Budget (\$)</b>
1	Participant Advocate (Day Shifts)	3.80	1.00	47,544	180,666
2	Participant Advocate (Swing Shifts)	3.00	1.00	49,676	149,027
3	Participant Advocate (Overnights)	2.80	1.00	53,940	151,031
4	Participant Service Coordinator	1.00	0.70	57,564	40,295
5	Site Supervisor	1.00	1.00	62,894	62,894
6	Program Manager	1.00	0.50	75,153	37,577
7	Program Director	1.00	0.50	108,732	54,366
<b>Sub-Total Salaries</b>					<b>675,856</b>
Fringe Benefits	35.0%	% of Salaries	<b>Fringe Benefits</b>		236,550
<b>Total Personnel Costs</b>					<b>912,406</b>
<b>Operating Expenses</b>					
1	Communications	GoTo App/Site Phone/Mobile device Reimbursements		7,720	7,720
2	Food	Food for breakfast and engagement activities		13,900	13,900
3	Insurance	Liability		7,350	7,350
4	Miscellaneous Expense	Various		5,400	5,400
5	Office Expense	Office supplies		1,500	1,500
6	Recruitment Expenses			600	600
7	Training	EE Training Materials		1,780	1,780
8	Travel	EE Mileage		6,000	6,000
9	Rents & Leases - Equipment	Kyocera Printer Lease		2,140	2,140
10	Other (specify):	Datalink (ETO) fees		12,070	12,070
11	Other (specify):	HMIS Shared		2,400	2,400
12	Other (specify):	Computer/Dock (3)		500	500
13	Other (specify):	Team Logic IT Support		4,200	4,200
<b>Total Operating Expenses</b>					<b>65,560</b>
<b>Indirect Costs</b>					
<b>Indirect Costs (Specify/summarize below)</b>				146,695	146,695

<p>Indirect costs support the administrative and operational infrastructure required to manage programs and ensure fiscal accountability. CCNWC applies an indirect cost rate consistent with 2 CFR Part 200, using the federal de minimis rate of up to 15% of Modified Total Direct Costs, or the lower rate allowed by the funder. Indirect costs include shared administrative, financial, compliance, and facilities expenses that benefit all programs and are allocated equitably in accordance with the agency’s Cost Allocation Plan.</p>	
	<b>Total</b>
	<b>1,124,661</b>

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**Exhibit B-4. Eliza's Village – FY 28/29 Budget**

<b>Personnel</b>					
	<b>Position</b>	<b>Current FTE Worked</b>	<b>% This Contact</b>	<b>Full FTE Annual Salary (\$)</b>	<b>Program Budget (\$)</b>
1	Participant Advocate (Day Shifts)	3.80	1.00	48,732	185,182
2	Participant Advocate (Swing Shifts)	3.00	1.00	50,917	152,752
3	Participant Advocate (Overnights)	2.80	1.00	55,288	154,807
4	Participant Service Coordinator	1.00	0.70	59,003	41,302
5	Site Supervisor	1.00	1.00	64,466	64,466
6	Program Manager	1.00	0.50	77,032	38,516
7	Program Director	1.00	0.50	111,450	55,725
<b>Sub-Total Salaries</b>					<b>692,750</b>
Fringe Benefits	35.0%	% of Salaries	<b>Fringe Benefits</b>		242,463
<b>Total Personnel Costs</b>					<b>935,213</b>
<b>Operating Expenses</b>					
1	Communications	GoTo App/Site Phone/Mobile device Reimbursements		7,720	7,720
2	Food	Food for breakfast and engagement activities		13,900	13,900
3	Insurance	Liability		7,350	7,350
4	Miscellaneous Expense	Various		5,400	5,400
5	Office Expense	Office supplies		1,500	1,500
6	Recruitment Expenses			600	600
7	Training	EE Training Materials		1,780	1,780
8	Travel	EE Mileage		6,000	6,000
9	Rents & Leases - Equipment	Kyocera Printer Lease		2,140	2,140
10	Other (specify):	Datalink (ETO) fees		12,070	12,070
11	Other (specify):	HMIS Shared		2,400	2,400
12	Other (specify):	Computer/Dock (3)		500	500
13	Other (specify):	Team Logic IT Support		4,200	4,200
<b>Total Operating Expenses</b>					<b>65,560</b>
<b>Indirect Costs</b>					
<b>Indirect Costs (Specify/summarize below)</b>				150,116	<b>150,116</b>

<p>Indirect costs support the administrative and operational infrastructure required to manage programs and ensure fiscal accountability. CCNWC applies an indirect cost rate consistent with 2 CFR Part 200, using the federal de minimis rate of up to 15% of Modified Total Direct Costs, or the lower rate allowed by the funder. Indirect costs include shared administrative, financial, compliance, and facilities expenses that benefit all programs and are allocated equitably in accordance with the agency's Cost Allocation Plan.</p>	
	<b>Total</b>
	<b>1,150,889</b>

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**Exhibit B-5. Mickey Zane Place – FY 26/27 Budget**

<b>Personnel</b>					
	<b>Position</b>	<b>Current FTE Worked</b>	<b>% This Contact</b>	<b>Full FTE Annual Salary (\$)</b>	<b>Program Budget (\$)</b>
1	Participant Advocate (Day Shifts)	1.80	1.00	46,384	83,491
2	Participant Advocate (Swing Shifts)	2.80	1.00	48,464	135,699
3	Participant Advocate (Overnights)	1.80	1.00	52,624	94,723
4	Participant Service Coordinator	1.00	0.30	56,160	16,848
5	Site Supervisor	1.00	1.00	61,360	61,360
6	Program Manager	1.00	0.50	73,320	36,660
7	Program Director	1.00	0.25	106,080	26,520
<b>Sub-Total Salaries</b>					<b>455,301</b>
Fringe Benefits	35.0%	% of Salaries	<b>Fringe Benefits</b>		<b>159,355</b>
<b>Total Personnel Costs</b>					<b>614,656</b>
<b>Operating Expenses</b>					
1	Communications	GoTo App/Site Phone/Mobile device Reimbursements		5,500	5,500
2	Food	Food for breakfast and engagement activities		6,800	6,800
3	Insurance	Liability		4,800	4,800
4	Miscellaneous Expense	Various		3,600	3,600
5	Office Expense	Office supplies		1,500	1,500
6	Recruitment Expenses			1,400	1,400
7	Training	EE Training Materials		1,900	1,900
8	Travel	EE Mileage		2,500	2,500
9	Rents & Leases - Equipment	Kyocera Printer Lease		2,140	2,140
10	Other (specify):	Datalink (ETO) fees		9,105	9,105
11	Other (specify):	HMIS Shared		1,500	1,500
12	Other (specify):	Computer/Dock (3)		9,000	9,000
13	Other (specify):	Team Logic IT Support		2,400	2,400
<b>Total Operating Expenses</b>					<b>52,145</b>
<b>Indirect Costs</b>					
<b>Indirect Costs (Specify/summarize below)</b>				100,020	100,020

<p>Indirect costs support the administrative and operational infrastructure required to manage programs and ensure fiscal accountability. CCNWC applies an indirect cost rate consistent with 2 CFR Part 200, using the federal de minimis rate of up to 15% of Modified Total Direct Costs, or the lower rate allowed by the funder. Indirect costs include shared administrative, financial, compliance, and facilities expenses that benefit all programs and are allocated equitably in accordance with the agency's Cost Allocation Plan.</p>	
	<b>Total</b>
	<b>766,821</b>

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**Exhibit B-6. Mickey Zane Place – FY 27/28 Budget**

<b>Personnel</b>					
	<b>Position</b>	<b>Current FTE Worked</b>	<b>% This Contact</b>	<b>Full FTE Annual Salary (\$)</b>	<b>Program Budget (\$)</b>
1	Participant Advocate (Day Shifts)	1.80	1.00	47,544	85,578
2	Participant Advocate (Swing Shifts)	2.80	1.00	49,676	139,092
3	Participant Advocate (Overnights)	1.80	1.00	53,940	97,091
4	Participant Service Coordinator	1.00	0.30	57,564	17,269
5	Site Supervisor	1.00	1.00	62,894	62,894
6	Program Manager	1.00	0.50	75,153	37,577
7	Program Director	1.00	0.25	108,732	27,183
<b>Sub-Total Salaries</b>					<b>466,684</b>
Fringe Benefits	35.0%	% of Salaries	<b>Fringe Benefits</b>		163,339
<b>Total Personnel Costs</b>					<b>630,023</b>
<b>Operating Expenses</b>					
1	Communications	GoTo App/Site Phone/Mobile device Reimbursements		5,500	5,500
2	Food	Food for breakfast and engagement activities		7,100	7,100
3	Insurance	Liability		5,040	5,040
4	Miscellaneous Expense	Various		3,600	3,600
5	Office Expense	Office supplies		1,500	1,500
6	Recruitment Expenses			400	400
7	Training	EE Training Materials		1,220	1,220
8	Travel	EE Mileage		2,500	2,500
9	Rents & Leases - Equipment	Kyocera Printer Lease		2,140	2,140
10	Other (specify):	Datalink (ETO) fees		9,105	9,105
11	Other (specify):	HMIS Shared		1,500	1,500
12	Other (specify):	Computer/Dock (3)		500	500
13	Other (specify):	Team Logic IT Support		2,520	2,520
<b>Total Operating Expenses</b>					<b>42,625</b>
<b>Indirect Costs</b>					
<b>Indirect Costs (Specify/summarize below)</b>				<b>146,643</b>	100,897

	<p>Indirect costs support the administrative and operational infrastructure required to manage programs and ensure fiscal accountability. CCNWC applies an indirect cost rate consistent with 2 CFR Part 200, using the federal de minimis rate of up to 15% of Modified Total Direct Costs, or the lower rate allowed by the funder. Indirect costs include shared administrative, financial, compliance, and facilities expenses that benefit all programs and are allocated equitably in accordance with the agency's Cost Allocation Plan.</p>		
		<b>Total</b>	<b>773,545</b>

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**Exhibit B-7. Mickey Zane Place – FY 28/29 Budget**

<b>Personnel</b>					
	<b>Position</b>	<b>Current FTE Worked</b>	<b>% This Contact</b>	<b>Full FTE Annual Salary (\$)</b>	<b>Program Budget (\$)</b>
1	Participant Advocate (Day Shifts)	1.80	1.00	48,732	87,718
2	Participant Advocate (Swing Shifts)	2.80	1.00	50,917	142,569
3	Participant Advocate (Overnights)	1.80	1.00	55,288	99,519
4	Participant Service Coordinator	1.00	0.30	59,003	17,701
5	Site Supervisor	1.00	1.00	64,466	64,466
6	Program Manager	1.00	0.50	77,032	38,516
7	Program Director	1.00	0.25	111,450	27,863
<b>Sub-Total Salaries</b>					<b>478,352</b>
Fringe Benefits	35.0%	% of Salaries	<b>Fringe Benefits</b>		167,423
<b>Total Personnel Costs</b>					<b>645,775</b>
<b>Operating Expenses</b>					
1	Communications	GoTo App/Site Phone/Mobile device Reimbursements		5,500	5,500
2	Food	Food for breakfast and engagement activities		7,100	7,100
3	Insurance	Liability		5,040	5,040
4	Miscellaneous Expense	Various		3,600	3,600
5	Office Expense	Office supplies		1,500	1,500
6	Recruitment Expenses			400	400
7	Training	EE Training Materials		1,220	1,220
8	Travel	EE Mileage		2,500	2,500
9	Rents & Leases - Equipment	Kyocera Printer Lease		2,140	2,140
10	Other (specify):	Datalink (ETO) fees		9,105	9,105
11	Other (specify):	HMIS Shared		1,500	1,500
12	Other (specify):	Computer/Dock (3)		500	500
13	Other (specify):	Team Logic IT Support		2,520	2,520
<b>Total Operating Expenses</b>					<b>42,625</b>
<b>Indirect Costs</b>					
<b>Indirect Costs (Specify/summarize below)</b>				<b>146,643</b>	103,260

<p>Indirect costs support the administrative and operational infrastructure required to manage programs and ensure fiscal accountability. CCNWC applies an indirect cost rate consistent with 2 CFR Part 200, using the federal de minimis rate of up to 15% of Modified Total Direct Costs, or the lower rate allowed by the funder. Indirect costs include shared administrative, financial, compliance, and facilities expenses that benefit all programs and are allocated equitably in accordance with the agency’s Cost Allocation Plan.</p>	
<b>Total</b>	<b>791,660</b>

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**Exhibit B-8. Budget Narrative Supplemental – Eliza's Village and Mickey Zane Place**

<b>Personnel</b>	
1-3	Participant Advocates: Hourly base wage \$22.30 Shift Differential premiums applied to Swing Shift (\$1.00/hour) and Overnight Shift (\$3.00/hour)
4	Participant Service Coordinator: Hourly base wage \$27.00/hour
5	Site Supervisor: Hourly base wage \$29.00/hour Shift Differential premium applied for Swing Shift hour at \$1.00/hour
6	Program Manager: Annual base salary \$70,720 Premium addition of \$2,600/year for management of a 24/7 program
7	Program Director: 30% of total annual salary reflective of anticipated time dedicated to this program/site
<b>Operating</b>	
1	Communications: Includes GoTo phone app for each employee (\$20/month/employee), Employee mobile phone reimbursement (required to have phone for work) reimbursements range from \$20, \$45, or \$65/month depending on position and site telephone service. Employees use their personal phones for work calls, managing their timesheets, Multi-Factor Authentication for computer programs, and Emergency Communication.
2	Food Expenses: Budget of \$1,000/month for breakfast foods and \$667/month for community-building activities
3	Insurance: Projected CAM allocation for Agency Liability Insurance (\$583.33 per month)
4	Miscellaneous Expenses: Allowance for program or other expenses not anticipated or budgeted in other categories; to be used only with specific approval from DHS prior to incurring the expense.
5	Office Expense: \$125/month for office supplies, copier/printer supplies, etc.
6	Recruitment Expenses: Job listings, onboarding materials, etc.
7	Training: Training includes Non-Violent Crisis Intervention and Mental Health First Aid workbooks \$50/employee; and First Aid/CPR fee \$80/employee, and Niche Academy. Assumption of 20 employees over one year.
8	Travel: Employee mileage reimbursement for work travel using personal automobile
9	Rent & Leases: Equipment: Copier/printer lease per year
10	Other: Datalink/ETO fees: Client Electronic Recordkeeping platform. \$847/employee based on 25 FTEs (scheduled and on-call staff)
11	Other: HMIS Cost share assumption
12	Other: Computer/Dock stations: \$3,000 each for 3.5 FTEs. One-time expense
13	Other: TeamLogic Support: Projected cost share of Agency IT supports

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**Exhibit C. Insurance Requirements**

(Template 5 - Version 2025 Dec 31)

With respect to the performance of work under this Agreement, the Contractor shall maintain, and shall require all subcontractors, Contractors, and 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 termination or completion of this Agreement.

The County of Sonoma reserves the right, but has no obligation, to review any of the required insurance policies and endorsements. The County's failure to demand evidence of full compliance with these requirements, or failure to identify any deficiency in the provided insurance, shall not relieve the Contractor from, nor be construed as a waiver of, the obligation to maintain all 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 evidencing coverage meeting the above requirements.

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 written on an occurrence form, no less broad than ISO form CG 00 01 or equivalent. Coverage shall include premises and operations, products and completed operations, contractual liability, and personal and advertising injury.
- 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 satisfied by providing 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 \$100,000, that deductible or self-insured retention 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. **"County of Sonoma, its Officers, Agents, and Employees"** shall be included as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement by endorsement or under policy language providing automatic coverage to any person or organization required by written contract to be an additional insured.
- e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the County.
- 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:**
  - Certificate of Insurance evidencing coverage meeting the above requirements.

### 3. **Sexual Abuse or Molestation (SAM) Liability**

- a. If the Contractor's scope of work involves direct or incidental contact with minors, dependent adults, or other vulnerable populations, the Contractor shall maintain affirmative coverage for Sexual Abuse or Molestation.  
  
If the General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.
- b. **"County of Sonoma, its Officers, Agents, and Employees"** shall be included as additional insureds on both the General Liability and, if applicable, Sexual Abuse and Molestation Liability policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor in the performance of this Agreement, by endorsement or under policy language providing automatic coverage to any person or organization required by written contract to be an additional insured.
- c. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the contracting entity.
- d. **Required Evidence of Insurance:**
  - Certificate of Insurance evidencing either of the following:
    - Affirmative Sexual Abuse or Molestation coverage included in the General Liability policy; or

- A separate Sexual Abuse and Molestation Liability policy meeting the requirements above.

**4. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be satisfied by providing 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; or
  - Copy of Auto Policy Declarations Page

**5. Professional Liability/Errors and Omissions Insurance**

- a. Minimum Limit: \$1,000,000 per claim or per occurrence. Coverage shall apply to liability arising out of the Contractor's professional acts, errors, or omissions in the performance of services under this Agreement
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, that deductible or self-insured retention must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. 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.
- e. **Required Evidence of Insurance:**
  - Certificate of Insurance specifying the limits and the claims-made retroactive date.

**6. Cyber Liability - Network Security and Privacy Liability Insurance**

- a. Minimum Limit: \$2,000,000 per claim per occurrence, \$2,000,000.00 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy

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shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.

- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. 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.
- e. **Required Evidence of Insurance:**
  - Certificate of Insurance specifying the limits and the claims-made retroactive date.

#### **7. 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.

#### **8. 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:

**County of Sonoma, its Officers, Agents, and Employees**  
**Attn: DHS – Contract & Board Item Development Unit**  
**1450 Neotomas Avenue, Suite 200**  
**Santa Rosa CA 95405**  
**Email: DHS-Contracting@sonomacounty.gov**
- c. Required Evidence of Insurance shall be submitted upon renewal, replacement, or extension of any required policy, and in no event later than the effective date of such renewal, replacement, or extension.
- 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.

#### **9. Policy Obligations**

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

**10. Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure 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.

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**Exhibit D. Homeless Management Information System**Homeless Management Information System

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

1. HMIS Good Standing: Good Standing is defined as timely data entry as well as complete and accurate data reflective of the Participant’s status at Intake, Update, and Exit, as defined by the prevailing HMIS Data Standards.
  - a. Timely data entry: Unless otherwise approved in writing and attached to this Agreement, entry of data into EtO HMIS within five (5) business days of the event that generated the data collection (i.e., Participant Intake, Entry, Update, and/or Exit from the Program) is required. If Participant is enrolled in Program for longer than one-year, annual updates are required.
  - b. Accurate and Complete Data
    - i. All homeless Participant data for Covered Homeless Organizations shall be entered into the EtO HMIS unless approved in writing and attached to this Agreement.
    - ii. 95% of all HUD or Sonoma County-defined mandated data points are supplied (fields do NOT reflect a “Null”, “Don’t Know or Refused”, or “Data Not Collected” value).
    - iii. The HUD Data Quality reports (required quarterly for each homeless program) shall always reflect a 95% or higher data completeness and quality result.
  - c. Data Collection Methodology: Contractor shall adhere to the most current HMIS Data Standards and County of Sonoma HMIS Lead designed program workflow(s) for each homeless program type.
2. User Training: All Users of the EtO HMIS shall receive general HMIS User Training and Security and Ethics prior to receiving login credentials to the HMIS. Additionally, all HMIS Users shall receive updated Security and Ethics training annually. Contractor shall report Users departing their HMIS role for any reason within 24 hours of their departure for removal of User from the HMIS.
3. Required Quarterly Reporting: Contractor shall utilize data from the following reports as the basis for quarterly report submissions and include those reports with its submission:
  - a. HUD Data Quality Report for the program being reported with a data range from the start of the fiscal year to the end of the required reporting period (cumulative)
  - b. HUD Annual Performance Report for the program
4. HMIS Financial Match and Other Financial Requirement: Contractor agrees to pay the calculated fair share portion of the McKinney-Vento-required funding match within 60 days

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of billing by County. Contractor also agrees to provide County with leveraging information within 30 days of request.

5. Homeless Count Participation: Contractor shall take part in annual sheltered Homeless Count by maintaining accurate and up-to-date data in good standing and being responsive to the Sonoma County Homelessness Coalition (formally: Continuum of Care) and HMIS Coordinators' requests for current and accurate information prior to and after the Homeless Count. Contractor shall take part in the annual unsheltered Homeless Count by assigning staff to assist in the Homeless Count process and by making facilities and other Contractor resources available to support the Homeless Count commensurate to the size of Contractor's homelessness program.

#### Coordinated Entry

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

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

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### Exhibit E. Reasonable Accommodations

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

The ADA requires Contractor to provide reasonable accommodations<sup>2</sup> to applicants and participants who claim a disability prevents them from accessing services, but who otherwise would be eligible for Contractor's services. Individuals with a disability, as defined by the ADA, are entitled to request and receive reasonable accommodations in order to enjoy full and equal access to Contractor's services.

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

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

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

If an applicant for services requests a reasonable accommodation for a disability during initial assessment or at any time following enrollment into the Coordinated Entry System), Coordinated Entry staff shall forward the accommodation request to the service or housing organization. Applicants already enrolled in Coordinated Entry may submit their requests directly to a Contractor staff member at any point of their experience with services. Per the [Coordinated Entry Policies and Procedures](#) (Documentation of Reasonable Accommodation Requests, and Enforcement Activities Section, page 51), Contractor has 72 hours to respond the reasonable accommodation request, confirming receipt of the request.

Participant files shall contain documentation of the date of the reasonable accommodation request, the nexus between the requested accommodation and the individual's disability, Contractor's response to the request, including any specific reasons for denying or approving the request, and the course of action following denial or approval. Denials of reasonable

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

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

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## Exhibit F. State and Federal Funding Requirements

### 1. General Compliance

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

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

Recordkeeping Criteria for the Definition of Homelessness guidance can be found at:

<https://www.hudexchange.info/resource/1974/criteria-and-recordkeeping-requirements-for-definition-of-homeless/>

### 2. Program Income

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

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

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

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

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

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

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

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

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

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

- Per § 576.400 (d), once the Continuum of Care has developed a centralized assessment system or a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care's area must use that assessment system.
- Per § 576.400 (e), as the administrative agency for the Urban County and Administrative Entity for the State ESG Program, County has developed written standards for providing ESG assistance and shall consistently apply those standards for all program participants. Contractor shall comply with all written standards developed by adopted by the Sonoma County Homeless Coalition.

- Per § 576.400 (f), data on all persons served and all activities assisted under all projects, including those funded with any local, state, or federal source, including State ESG, are entered into the applicable community-wide Homeless Management Information System (HMIS) in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. Specific HMIS requirements are included in Exhibit D (Homeless Management Information System).
- Per § 576.405 (c), Contractor must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

The ESG regulations describe guidance relevant to all projects.

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

Emergency Solution Grant Regulations can be found at:

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

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

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

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

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

Per § 578.75 (e), Contractor must conduct an ongoing assessment of the supportive services needed by the participants in the project, the availability of such services, and the coordination of services needed to ensure long-term housing stability.

Per § 578.75 (g), Contractor must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of Contractor, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided. This

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requirement is waived if Contractor is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions. Each Contractor must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, operating the project, and providing supportive services for the project.

#### 5. Executive Order 11246 – Employment and Contracting Opportunities

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

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

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

#### 7. Lobbying Restrictions

Contractor agrees to the best of its knowledge and belief:

- No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement.
- If any funds other than federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative Agreement, Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions; and the language of this paragraph shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and Contractor shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

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prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 8. Environmental Standards

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

#### 9. Fair Housing and Equal Opportunity Certifications

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

- Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.; PL 88-352) and regulations pursuant thereto (Title 24 CFR Part I) states that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance extended to Contractor. This assurance shall obligate Contractor, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- The Fair Housing Act (42 USC 3601-3620; PL 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, national origin, handicap or familial status. Contractor shall administer all programs and activities assisted under this Agreement in a manner to affirmatively further the policies of the Fair Housing Act.
- Executive Order 11063, Equal Opportunity in Housing, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR Part 107) prohibit discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided with federal financial assistance.
- Section 109 of the Housing and Community Development Act of 1974
  - Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109.
  - Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 et seq.) or

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with respect to an otherwise qualified handicapped person as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

- Executive Order 13166, the Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4 Executive Order 13166), requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.
  - A person with limited English proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and/or persons eligible for housing assistance and support services.
  - Contractor must analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:
    - Number or proportion of LEP persons eligible to be served or likely to be applying for program services
    - Frequency with which LEP persons utilize these programs and services
    - Nature and importance of the program, activity, or service provided
    - Benefits from providing LEP services and the resources available and the costs to County for those services.
  - Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on Contractor. Contractor shall develop and implement a LEP policy consistent with the above guidelines and provide County with copies of its LEP Policy.
- Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on disability in federally assisted-and-conducted programs and activities.
- Title III of the Americans with Disabilities Act (28 CFR 36, Subpart B) prohibits discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, or accommodations of any place of public accommodation by any private entity. Requirements are outlined per Exhibit E (Reasonable Accommodations) of this Funding Agreement.
- The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving federal financial assistance.
- Equal Access in Accordance With an Individual's Gender Identity in Community Planning and Development Programs
  - The Equal Access/Gender Identity Final Rule (24 CFR Part 5) ensures equal access for individuals in accordance with their gender identity in programs and

shelters funded under programs administered by HUD's Office of Community Planning and Development (CPD). This rule amended HUD's definition of gender identity to more clearly reflect the difference between actual and perceived gender identity and eliminates the prohibition on inquiries related to sexual orientation or gender identity, so that service providers can ensure compliance with the rule. For more information, visit:

<https://www.hudexchange.info/resource/1991/equal-access-to-housing-final-rule/>

- Executive Orders 11625, 12432, 12138 – Minority and Women-Owned Business Opportunities state that program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

## 10. Other Federal Requirements

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

- Audit Requirements

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

- Records

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

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

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exceptions and shall pay County the full amount of County's liability to the state and/or federal government resulting from such exceptions.

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

- Conflict of Interest

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

- Reversion of Assets

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

- Political Activity Prohibited

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

- Religious Activity Prohibited

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

- Publication Rights and Copyrights

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

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**Exhibit G. Privacy and Security of Personal and Personally Identifiable Information**

(STC No. 6 – Tasseff Version 2024 May 15)

## 1. Recitals

- a. The Department of Housing and Urban Development (HUD) requires user of the Homeless Management Information System (HMIS) to implement safeguards designed to protect the personal information (PI) and personally identifiable information (PII) that the user maintains. To support that effort, HUD adopted regulations similar to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In addition to complying with HUD regulations, contractors and subcontractors are obligated to protect all other PI, PII, or Sensitive PII (hereinafter identified as Protected Information) obtained on behalf of County pursuant to this agreement consistent with the California Information Practices Act of 1977 (California Civil Code §§ 1798 et seq.).
- b. The purpose of this Exhibit G is to set forth Contractor’s privacy and security obligations with respect to Protected Information that Contractor may create, receive, maintain, use, or disclose on behalf of County pursuant to this Agreement.
- c. The terms used in this Exhibit G, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be consistent with such language as in effect or as amended.
- d. The provisions of this Exhibit G are supplemental to provisions of the [Continuum of Care HMIS Participation Agreement](#). Contractor must comply with both the Participation agreement and this Exhibit G. Any conflicts in the language of the agreements shall favor the provision that protects the data better, mitigates vulnerabilities and incidents better, and/or more fully reports breaches.

## 2. Definitions

- a. “Breach” shall have the meaning given to such term under in HIPAA 45 CFR § 164.402 – Definitions.
- b. “Breach of the security of the system” shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).
- c. “County PI” shall mean Personal Information, as defined below, accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of County.
- d. “Personally Identifiable Information” (PII) refers to information that can be used to distinguish or trace an individual's identity, such as name, social security number, and biometric records; individually or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.

Some examples of PII include name, date of birth (DOB), email address, mailing address, medical history, family relationships, vehicle identifiers including license

plates, unique names, certificate, license, telephone and/or other specific reference numbers and/or any information that can directly identify an individual.

- e. “Personal Information” (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).
- f. “Required by law” means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- g. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains, or stores PI.
- h. “Sensitive Personally Identifiable Information” (SPII) is PII that, if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone data elements.

Some examples of SPII include biometric information (e.g., DNA, iris images, fingerprint, and photographic facial images), Social Security Number (SSN), account numbers, and any other unique identifying number (e.g., Federal Housing Administration [FHA] case number, driver’s license number, or financial account number, etc.). Other data elements such as citizenship or immigration status; medical information; ethnic, religious, and account passwords, in conjunction with the identity of an individual (directly or indirectly inferred), are also SPII.

### 3. Terms of Agreement

#### a. Permitted Uses and Disclosures of County PI and PII by Contractor

Except as otherwise indicated in this Exhibit G, Contractor may use or disclose Protected Information only to perform functions, activities or services for or on behalf of County pursuant to the terms of this Agreement provided that such use or disclosure would not violate this agreement.

#### b. Responsibilities of Contractor

Contractor agrees:

- i. **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Information, to protect against anticipated threats or hazards to the security or integrity of Protected Information, and to prevent use or disclosure of Protected Information other than as provided for by this Agreement. Contractor

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shall develop and maintain a written information privacy and security program that include administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of this Exhibit G. Contractor shall provide County with its current policies upon request.

- ii. General Privacy Controls. Not to use or disclose Protected Information other than as permitted or required by this Agreement or as required by applicable state and federal law.
  1. Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Protected Information.
  2. Contractor and its employees, agents, or subcontractors shall not use any Protected Information for any purpose other than carrying out Contractor's obligations under this Agreement.
  3. Contractor shall not disclose any Protected Information to anyone other than County except as permitted by this Agreement, authorized by the person who is the subject of Protected Information, or permitted by state and/or federal regulation.
- iii. General Security Controls. Contractor and its sub-contractors or vendors shall take all steps necessary to ensure the continuous security of all computerized data systems containing Protected Information, and to protect paper documents containing Protected Information. These steps shall include, at a minimum:
  1. Complying with and ensuring its sub-contractors or vendors comply with all the data system security precautions listed in this Exhibit G including all documents incorporated by reference; and,
  2. As applicable for Contractor's information systems, providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in federal agencies; and
  3. Preserving and ensuring its sub-contractors or vendors preserve, the confidentiality, integrity, and availability of Protected Information with administrative, technical, and physical measures that conform to generally recognized industry standards and best practices that contractor then applies to its own processing environment.

Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes, and updates to operating systems and applications as provided by Contractor and/or its sub-contractors or vendors. Contractor agrees to, and shall ensure that its sub-contractors or vendors, comply with County's current and future information security policies, standards, procedures, and guidelines.

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- iv. Personnel Controls. Contractor shall implement the following personnel controls.
1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of County, or access or disclose Protected Information must complete information privacy and security training, at least annually, at Contractor's expense. Training shall emphasize the high level of sensitivity and protection of Sensitive Personally Identifiable Information. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
  2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
  3. Confidentiality Statement. All persons that will be working with County PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI or PI. The statement must be renewed annually. Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following termination of this Agreement.
  4. Background Check. Before a member of the workforce may access County PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. Contractor shall retain each workforce member's background check documentation for a period of three (3) years.
- v. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. Contractor must conduct and document a system risk assessment/security review on all systems processing and/or storing County PHI or PI. The assessment/security review must be performed a minimum of every two years, must review whether administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection, must identify system security risks, and must document risk findings. Reviews should include vulnerability scanning tools.
- vi. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Information by Contractor or its subcontractors in violation of this Exhibit G.

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- vii. Contractor's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Exhibit G on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Protected Information to the subcontractor.
  - viii. Cooperation with County. With respect to Protected Information, to cooperate with and assist County to the extent necessary to ensure County's compliance with the applicable terms of HUD regulations and the California Information Protection Act.
  - ix. Designation of an Individual Responsible Privacy and for Security
    - 1. Contractor shall designate an individual to oversee its data security program who shall be responsible for carrying out the information security requirements of this Special Terms and Conditions document.
    - 2. Contractor shall designate an individual to oversee its information privacy program who shall be responsible for carrying out the information privacy requirements of this Special Terms and Conditions document.
    - 3. The individual designated to the above roles may be the same individual so long as they are qualified and able to effectively perform the duties of both designations.
  - x. Privacy & Security Audits. Contractor shall accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information privacy & security audit. This is to ensure that Contractor's information privacy and security practices comply with contractual obligations, this Exhibit G, and related state and federal regulations. Contractor shall ensure that its sub-contractors or vendors comply with these same requirements.
  - xi. Availability of Information to County. To make Protected Information available to County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of County Protected Information. Upon request by County, Contractor shall provide County with a list of all employees, contractors and agents who have access to Protected Information, including employees, contractors and agents of its subcontractors.
  - xii. Confidentiality of Alcohol and Drug Abuse Patient Records. Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements. All information subject to 42 CFR Part 2 shall be considered Sensitive Personally Identifiable Information.
- c. Data Security Requirements
- Contractor agrees to implement the following:
- i. Workstation/Laptop encryption. All workstations and laptops that store County PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2
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- certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by County Privacy and Security Office.
- ii. Minimum Necessary. Only the minimum necessary amount of County PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
  - iii. Antivirus software. All workstations, laptops and other systems that process and/or store County PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
  - iv. Patch Management. All workstations, laptops and other systems that process and/or store County PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
  - v. Data Destruction. If Protected Information is stored on a local device or server, when no longer needed, all Protected Information must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of County Privacy and Security Office.
  - vi. System Timeout. The system providing access to County PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
  - vii. Access Controls. The system providing access to County PHI or PI must use role-based access controls for all user authentications, enforcing the principle of least privilege.
  - viii. Transmission encryption. All data transmissions of County PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES. Encryption can be end-to-end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI or PI in motion such as website access, file transfer, and E-Mail.
  - ix. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting County PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.
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- d. Paper Document Controls
- i. Supervision of Data. County PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
  - ii. Escorting Visitors. Visitors to areas where County PHI or PI is contained shall be escorted and County PHI or PI shall be kept out of sight while visitors are in the area.
  - iii. Confidential Destruction. County PHI or PI must be disposed of through confidential means, such as crosscut shredding and pulverizing.
  - iv. Removal of Data. Only the minimum necessary County PHI or PI may be removed from the premises of Contractor except with express written permission of County. County PHI or PI shall not be considered “removed from the premises” if it is only being transported from one of Contractor's locations to another of the same Contractor’s locations.
  - v. Faxing. Faxes containing County PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
  - vi. Mailing. Mailings containing County PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of County PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of County to use another method is obtained.
- e. Breaches and Security Incidents. During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
- i. Initial Notice to County. (1) To notify County immediately by telephone call plus email or fax upon the discovery of a breach of Protected Information in electronic media or in any other media if the Protected Information was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Protected Information. (2) To notify County within 24 hours (one (1) hour if SSA data) by email or fax of the discovery of any suspected security incident, intrusion, or unauthorized access, use or disclosure of Protected Information in violation of this Agreement or this Exhibit G, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer, or other agent of Contractor.

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Notice shall be provided to County Privacy and Security Officer by calling 707-565-4703, and emailing [DHS-Privacy&Security@sonomacounty.gov](mailto:DHS-Privacy&Security@sonomacounty.gov).

- ii. **Prompt Action.** Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use, or disclosure of County PHI, Contractor shall take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment. Contractor shall also take any action required by applicable federal and state laws and regulations.
- iii. **Initial Investigation and Investigation Report.** Contractor shall immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use, or disclosure of PHI within 24 hours of the discovery. Contractor shall submit a report to County containing all relevant information known at the time.

**Complete Report.** To provide a complete report of the investigation to County Privacy and Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If County requests information in addition to that provided in the Initial Report or Complete Report, Contractor shall make reasonable efforts to provide County with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a Complete Report, County may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the Complete Report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the Complete Report is submitted County shall review and approve the determination of whether a breach occurred, whether individual notifications are required, and Contractor's corrective action plan.

- iv. **Responsibility for Reporting of Breaches.** If the cause of a breach of Protected Information is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, § 1798.29(a) – (d) and California SIMM 5340-C ([https://cdt.ca.gov/wp-content/uploads/2021/02/SIMM\\_5340-C-1.pdf](https://cdt.ca.gov/wp-content/uploads/2021/02/SIMM_5340-C-1.pdf)). Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The County Privacy and Security Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made. County shall provide its review and approval expeditiously and without unreasonable delay. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to County in addition to Contractor, Contractor shall notify County, and County and Contractor may take appropriate action to prevent duplicate reporting.
- v. **County Contact Information.** To direct communications to the above referenced County staff, Contractor shall initiate contact as indicated herein. County

reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Sonoma County Privacy Officer  
1450 Neotomas Avenue, Suite 200  
Santa Rosa CA 95405  
Office: 707-565-4703  
Message: 707-565-5703  
Email: [DHS-Privacy&Security@sonomacounty.gov](mailto:DHS-Privacy&Security@sonomacounty.gov)

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**Exhibit H. County of Sonoma, Emergency Shelter/Interim Housing Sites, Code of Conduct Agreement, Statement of Participant Rights and Behavioral Expectations**

This Code of Conduct Agreement, Statement of Participant Rights, and description of Behavioral Expectations sets forth the standards for staying at the County of Sonoma's interim housing or emergency shelter sites. These sites are not a permanent home, and participating in this program does not confer a right of tenancy in the program or at this or any other emergency shelter or interim housing site. This site is intended to serve as a steppingstone to permanent housing and to provide you with supportive services that help you towards your return to permanent housing. There is no guarantee that staying here will lead to permanent housing, but staff are here to support you in that effort.

There are certain expectations and rules while staying here to ensure the safety and security for all who are at this site whether guests or staff. These standards also ensure that this site and its participants are good neighbors to each other and to the surrounding neighborhoods.

This Code of Conduct Agreement, Statement of Participant Rights, and Behavioral Expectations may be updated in writing from time to time by the County, and Participant's continued ability to stay at the site is dependent on signing and agreeing to the updated site rules adopted by the County.

If at any time during your stay you feel unsafe or need assistance, please reach out to any site operator staff member, County staff, or the security team, and notify them of your concern. We are here to help you.

The following appendixes display herein:

- Appendix A. Good Neighbor Policy
- Appendix B. Service Animals and Pets
- Appendix C. Grievance Procedure and Form
- Appendix D. Rule Violation Warning Form
- Appendix E. Termination of Services and Exit from Participation in Program
- Appendix F. Appeals Process & Related Forms
- Appendix G. Interim Housing/Emergency Shelter Program Appeal of Program Exit Form
- Appendix H. Response To Interim Housing/Emergency Shelter Program Exit Appeal

**Section 1. Your Rights**

1. You have the right to exercise your civil rights and religious freedoms. You do not have the right to discriminate, demean, or harass others at the site who may not share the same beliefs.
2. You have the right to have all your personal information kept confidential by service provider and County staff.
3. You have the right to receive courteous, fair, and respectful treatment.
4. You have the right to present grievances on behalf of yourself to the site administration without the fear of retaliation and to receive a timely response. The Grievance Procedure and Grievance Form are Appendix C to this Agreement.
5. Nondiscrimination and Reasonable Accommodations. The County of Sonoma and its site operators are committed to providing equal opportunity and reasonable accommodations to

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participants with disabilities to allow them to better access interim housing and shelter services. Site operators are required by the County to develop their own reasonable accommodation policies, which will be clearly communicated by the site operator to all shelter participants upon entry.

6. You have the right to leave the site at will in accordance with the site rules and regulations.
7. You have the right to end your stay at this site at any time. You will have 48 hours to remove your belongings from the time you exit the site. Whenever possible you should provide 48 hours' notice of your intention to leave the site and remove your belongings during that time period. By signing this Code of Conduct, you agree that the County or the site operator may remove any and all personal property and other items that you leave at the site for more than 48 hours after you exit the site and that you relinquish all rights to such property once that 48-hour period has passed.

## **Section 2. Your Expectations as a Program Participant**

1. Be responsible for yourself, your behavior, your actions, and your housing plan. Have an active voice in making this program successful for you, for your fellow program residents, and for our neighbors.
2. Program participation. Program participation is a vital component of any emergency shelter or interim housing program and will help you be successful. You are encouraged to work with County and service provider team members (such as case managers and housing navigators) who will provide assistance such as enrollment in Coordinated Entry, completion of a housing prioritization assessment, behavioral health care, substance use disorder care, housing location, housing navigation, landlord negotiations, document readiness, benefit eligibility, and financial assistance. These and any other additional program resources are considered to be in the best interest of your success. Disengagement and lack of communication with your case manager may disqualify you from the program.
3. Maximum Stay. You are only allowed to stay at the interim housing or emergency shelter site for a maximum duration of six (6) consecutive months. For individuals making progress toward securing permanent housing or other program goals, the six-month time period may be extended in writing by the HEART Manager. No more than two 90-day extensions shall be granted to a program participant under this section.
4. Follow the Good Neighbor Policy. You are required to follow the Good Neighbor Policy as shown in Appendix A.
5. Use of Space. You are expected to utilize your assigned space (tent, room, pallet tiny home, RV, etc.) as your primary assigned space for the duration of your stay. If you have another place outside of this emergency shelter or interim housing program to stay, please stay there instead and free up the space for another individual in need of housing. If you have a need to leave the site for an extended number of days or time during which you may miss a wellness check, you must communicate that to site security or to case managers. Documentation may be required to substantiate your request.
6. Appointments, Work, or Training Off-Site. This site operates best with communication. You must provide a valid work schedule for any shifts that are considered "odd hours" – this usually includes overnight and swing shifts. You must inform the site staff or security

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as to when you need to leave the site for an appointment, training, or work. Doing so allows the staff to provide you with better security and care.

7. **Site Curfew.** To ensure the safety of our participants, the site will have a curfew of 12:00 a.m. (midnight) through 5:00 a.m. If you need to be outside of the site during these curfew hours, you may do so upon approval from site staff with proper justification such as a nighttime job.
8. **Site Quiet Hours.** Out of respect for our neighbors, as well as other participants staying and working on-site, you are expected to be courteous and respectful of everyone's right, at all times, to a reasonable amount of peace and quiet. However, quiet hours will be enforced from 10:00 p.m. to 7:00 a.m. This means no loud voices, loud music, or other amplified sound on the site or outside but audible to the site during that time. The repeated failure of a participant to respect the quiet hours (requiring security to admonish the participant more than three times) may result in the imposition of a curfew, for that participant, with the requirement that the participant be inside their assigned space from 11:00 p.m. to 8:00 a.m.
9. **Wellness Check Ins:** On-site staff/security are responsible for monitoring the welfare of all participants. Therefore, if you have not otherwise had contact with staff/security during the day (i.e., you have not checked out/in during the course of the day), you will need to 'check-in' with staff/security not later than 11:00 a.m. each day. In the event you have not checked in, or otherwise not have had contact with staff/security before 11:00 a.m. each day, staff/security will conduct a wellness check by coming to your assigned location. To the extent that Staff has specific concerns about your health, safety, or well-being, wellness checks may be performed by Staff more frequently (up to twice a day) and/or at different times of the day (as early as 8 a.m. or as late as 11 p.m). Staff may enter your assigned space if you have not responded within a reasonable time (two to three minutes).
10. **Site Space Cleanliness and Safety.**
  - a. For all locations:
    - i. You are expected to maintain a clean and tidy environment inside and outside of your assigned site.
    - ii. You are strictly prohibited from disabling or tampering with any safety devices in your assigned space, including smoke alarms or fire sprinklers, and shall not make any other alterations to your assigned space without the express written permission of staff.
    - iii. Weekly, non-invasive, checks by staff may occur on a site-designated weekday between 10:00 a.m. and noon to ensure you are maintaining a healthy environment. During these checks, staff will approach your assigned site, ask to see the inside, and be admitted inside or allowed to see it from the entryway. Staff will not search your assigned area but simply observe the main assigned area to ascertain that you are maintaining a clean environment and that any installed safety equipment, such as a smoke alarm or fire sprinkler system, is still present and functioning.
    - iv. All belongings must be kept entirely within your designated room. Items left outside of your assigned room including common areas, hallways, fire lanes or buffer areas between sites will be subject to removal. If you maintain more

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belongings that may be appropriate on site, staff may counsel you and work to address this concern to protect your safety and that of the site. Storage will be provided for additional belongings that cannot be accommodated within your room.

11. Space Maintenance. Note: This section may apply only to environments such as trailers or other sites with interior utilities. Because there have been problems with participants failing to report problems with their assigned space, (particularly with regard to toilet/sewage problems causing some sites to be taken offline while the resulting damage was fixed), space maintenance checks will take place to ensure that everything is functioning properly. Staff will provide you with 24 hours written notice prior to performing space maintenance checks.
12. You are expected to dress properly while on the site. You must be fully dressed before appearing outside your assigned space.
13. You are expected to be courteous and respectful to all fellow participants and staff. Disrespectful behavior will not be tolerated.
14. You are expected to follow all Site Rules as shown in Section 4 below.

### **Section 3. Staff Expectations**

1. This is a housing-focused program. We will meet immediate needs to the best of our abilities but do so with a desire to bring participants to a more permanent housing situation.
2. Safety is a priority, and participants in this program can expect to be safe physically and emotionally. Our engagement will always be trauma-informed, empathetic, and non-judgmental. The health and safety of all emergency shelter or interim housing program participants is extremely important to us. We also recognize that individuals have freedom of choice. Therefore, a harm reduction approach regarding substance abuse is practiced. However, this approach does not mean that use or sale of alcohol or other drugs onsite is allowed. It is not – see Site Rules for more information.
3. All staff members shall be trained to recognize the signs of drug overdoses and administer products such as Naloxone (Narcan) in the event of a lifesaving emergency.
4. We will treat all our participants and their belongings with dignity and respect. We will take time to know the strengths each person comes with, as we assist them in the process of achieving permanent housing.
5. We will be cognizant of this site's impacts on surrounding land uses and neighborhoods, taking care to ensure that the site's presence does not adversely affect the quality of life that existed prior to this emergency shelter being placed at this location.
6. All guest information will be kept confidential, and we will only share guest information where consent has been given to do so and only when it improves the likelihood of that person achieving permanent housing.

### **Section 4. Site Rules**

1. Food, water, and cooking. This site may or may not have food brought in to assist participants in securing good daily nutrition. This site may also have a cooking location designated for outdoor preparation of meals. If so, we encourage you to take advantage of

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available benefits such as Cal-Fresh to secure your own food and prepare it safely.

Participants must follow site-specific rules for meals and cooking, including:

- a. You may only cook in designated cooking areas using equipment the County provides (such as hotplates and microwaves).
  - b. You must clean up after your meal preparation, including safely disposing of anything that involves heating or burning.
  - c. Cooking inside assigned spaces or outside of the designated cooking area is prohibited and may result in program exit.
  - d. Eating inside assigned spaces and/or improper disposal of food waste and other trash is likely to encourage vermin. You may only store food inside your assigned space using an approved vermin-proof container or canister. You must take extra care and clean properly to avoid vermin infestations at the interim housing and emergency shelter sites. You are required to remove all food waste and garbage from your assigned space on a daily basis and dispose of it in the designated trash receptacles in the common areas.
  - e. Fires and Combustible Materials: Fires are permitted only for cooking purposes within a fire-proof receptacle in the designated cooking area, if open cooking is allowed at the site. No open flames are permitted within assigned spaces, tents, rooms, or anywhere else on the premises. Unattended storage of gasoline, propane tanks or combustible materials is strictly prohibited.
2. Use of tobacco products, smoking, or vaping is prohibited indoors and/or inside assigned spaces and is only permitted in designated site areas. Because this site is funded in part with federal funds, the use of marijuana or THC-infused tobacco products is prohibited across the site.
  3. The possession, use, or sale of alcohol and illegal drugs is not permitted at the site and is subject to the consequences described in Section 5 (Misconduct and Rule Violations).
  4. The illegal use of a legal drug not prescribed to you is prohibited at the site.
  5. The following additional items are prohibited on site and will be confiscated if brought to the site:
    - a. Flammable liquids, poisons, toxic chemicals, or other hazardous substances
    - b. Compressed gas
    - c. Explosive devices
    - d. Firearms. No firearms or ammunition of any kind are allowed on site. This includes any firearm that is legally registered or belonging to a participant holding a valid concealed carry permit. Any illegal weapon is also prohibited on site. Any attempt to bring a prohibited weapon on site, may result in expulsion from the program.
    - e. Weapons (such as knives, pepper spray, clubs/batons, and tasers). Exceptions may be made by staff for small instruments used for basic daily activities (cutting or peeling food or to cut ropes or fabric) and for items needed for participants' jobs (such as pruning equipment).
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- f. Other dangerous items as identified by staff. Staff may identify some tools that participants need for repair of items or for work, and on a case-by-case basis, may store these tools on site in a safe place for a participant's offsite use upon request.
  6. Assigned spaces are typically equipped with basic amenities. You must only use these items for their intended purpose and not remove anything that is a part of the assigned space. If anything in the assigned space needs repair, inform staff immediately. Do not make repairs on your own.
  7. **Dumping:** Dumping of greywater, black water, or any other hazardous substances anywhere on the premises, including in storm drains, except in facilities designated by the County, is strictly prohibited.
  8. **Unpermitted Electrical Connections:** Unpermitted electrical connections are strictly prohibited. If a site has limited electrical power, you must follow all rules and regulations regarding personal electronic use to ensure site safety.
  9. **No Generators:** No gas or diesel-powered generators are permitted in the emergency shelter site.
  10. **Toilet Hygiene:** Participants must use provided portable toilets for bathroom needs and are not permitted to maintain makeshift toilets or otherwise store urine or feces in tents.
  11. You may not deface, damage, alter, or vandalize your assigned space in any manner. This includes, but is not limited to, painting, carving, marking, scratching, drawing, or etching of any kind on the assigned space surfaces or other property on the site.
  12. You are not allowed to use nails, screws, or anything that can damage the assigned space.
  13. No visitors are permitted onsite without advance written approval of the site manager or County.
  14. Personal belongings are limited to one large tote or one large plastic bag, one personal bag and one operational bicycle per guest. You are not permitted to continue to bring excess items to the site and you may be asked to remove accumulated items that exceed these limits.
  15. You must store your personal belongings in your room or assigned space. Personal belongings shall not include any of the prohibited items described above. Entry, exit, and emergency space must be maintained inside your assigned space. Nothing shall be stored outside of your assigned space unless expressly permitted by staff. Excessive belongings or belongings that block walkways are not allowed.
  16. You are not allowed to store, accumulate, set up, or keep belongings in any areas outside of your room or assigned space, including in common areas on the site, in parking lots at or near the site, or on any other public or private property at or near the site. This prohibition includes camping in these areas, erecting structures in these areas, setting up tables, chairs, or other personal items in these areas, or otherwise accumulating personal belongings or other items in any area outside of your room or assigned space.
  17. **Consent to Search.** You are required to submit to a search as follows:
    - a. All your personal belongings will be searched upon arrival to the site. Anytime you leave the site you will be required to sign out. When you sign back in, you and your
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- bags/other belongings may be searched by security to ensure that no weapons or other prohibited items are being brought into the site.
- b. Your assigned spaces will be subject to periodic visual inspections as described above, and any prohibited items observed during a visual inspection will be confiscated. A physical search of your assigned space, however, will occur only upon a reasonable suspicion by staff that you have a prohibited item in your assigned space or if you have otherwise jeopardized the health and safety of site participants and staff.
  - c. By accepting this placement and signing this agreement, you consent to the search of your person and belongings as stated above and agree that you will not bring any prohibited items onto the site.
- 18. You are not allowed to enter another participant's room or assigned space unless you have been approved by staff to share a room with that particular individual. You are responsible at all times for the safety and security of your belongings. The County, site operator, security, and staff are not responsible for items lost or stolen from your assigned space under any circumstances.
  - 19. Service Animals and Pets. See Appendix B.
  - 20. Violent behavior including verbally, physically, or sexually harassing or abusing behavior, as determined by staff, will not be tolerated and can result in your immediate exit from the site and reporting to law enforcement. Physical violence includes, but is not limited to, any form of assault, battery, unwanted touching, pushing, striking, spitting on, or bumping of another person.
  - 21. Trespassing, loitering, or creating a nuisance on private properties or in adjacent neighborhoods is strictly prohibited. Program participants are not permitted to enter the land or property of privately-owned businesses or residences without the express permission of the owner.
  - 22. Acts that endanger the health and safety of yourself or others, including staff, or which substantially interfere with the orderly operations of the site will not be tolerated and are prohibited.
  - 23. Excessive noise or disruptions towards staff or your fellow participants will not be tolerated.
  - 24. You may not alter or change the locks (if present) on your assigned space in any manner.
  - 25. You may not bring in and use hot plates, space heaters, cable tv services, furniture, or any other items that can potentially cause harm to or incur danger to yourself, other participants, staff, or the assigned space.
  - 26. You are responsible for keeping your personal items safe. Service providers and security staff will not be held responsible for any items claimed to have been stolen or misplaced for any reason.
  - 27. All participants are required to follow public health guidelines and orders in relation to outbreaks, pandemics, and other communicable or infectious diseases.
  - 28. For participants exiting this program, move out time is at 12:00 p.m. (noon) unless otherwise arranged by a staff member. When exiting, we will provide you with
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transportation to a safe location of your choosing within Sonoma County (some exceptions beyond the county limits may be made by case managers). Loitering in the neighborhood upon exit is strongly discouraged. All belongings must be removed from the area upon exit. Any items left will be disposed of. Site staff is not responsible for any items left behind.

If you have violated one or more of the above site rules, staff will write up a notice of rule violation and have you sign the notice as shown in Appendix D and you may be subject to exit from the site as specified in Section 5 below.

### **Section 5. Misconduct and Rule Violations**

1. Single acts that may result in immediate exit from the site:
  - a. Bringing weapons and/or illegal substances into the site.
  - b. Violence of any kind whether it is physical, threatening, or verbal intimidation.
  - c. Any act that endangers the health or safety of others or the operations of the site.
  - d. Any act of domestic violence.
  - e. The use or sale of alcohol, marijuana, or any illegal drug on site, or the use or sale onsite of a legal drug that is not prescribed to you.
  - f. Theft, destruction, or damage to property, including your assigned site, site property, another participant's property, staff or security's property, or any property adjacent to or near the site.
  - g. Smoking in your assigned space or inside any building on the premises.
  - h. Disabling a smoke detector.
2. The below separate acts, when occurring three (3) times or more, after receiving a written notice(s) of rule violation (See Appendix D), may result in an exit from the site:
  - a. Multiple failures to maintain a clean and orderly assigned space, including improper food storage or not cleaning up after yourself or the site after cooking or eating.
  - b. Excessive noise and disrespectful behavior.
  - c. Smoking outside of a designated area where smoking on site is permitted (if your site has a designated smoking area).
  - d. Not adhering to the pet and service animal expectations set forth in the rules above and attached as Appendix B.
  - e. Rude and/or disrespectful behavior to staff and others.
  - f. Violating the visitor policy, curfew, or quiet hours.
  - g. Violating the Good Neighbor Policy attached as Appendix A.
  - h. Entering into other participants' assigned spaces without permission.
  - i. Possessing or attempting to bring in illegal drugs, marijuana or alcohol on site.
  - j. Not consenting to searches as expected and required by the site rules.
  - k. Bringing an excessive amount of belongings on site.

1. Not following the site rules and expectations.
3. Being on site and under the influence of drugs or alcohol. As noted, this site practices a harm-reduction approach to substance use disorders. For your safety and the well-being of staff and other participants, if you are determined to be under the influence of alcohol or drugs onsite, you will be offered education regarding how to avoid risky behaviors and engage in safer practices, as well as to be connected to evidence based treatment(s) if you so choose and if funding and treatment locations are available. Staff will document that these services were offered and/or provided to you. If you regularly are on site exhibiting signs of being under the influence of drugs or alcohol and become a danger to yourself or others, the HEART program manager may direct that you be exited from the site.
4. Site absences. Repeated or prolonged absence from the site without notice or permission, will result in your exit from the site as follows:
  - a. Failure to return to the site for more than two consecutive days (48 hours) without notice to or approval of management, on more than two separate occasions, will be grounds for being exited from the site.
  - b. Failure to return to the site for more than five (5) consecutive days without the approval of management will be grounds for being exited from the site.

If you are directed to exit the program, you and service provider staff will follow the policies and procedures described in Appendices E and F.

By signing this agreement, you agree that all site rules, expectations, and code of conduct have been explained to me and any questions have been answered. I understand that I may have to leave the site if I refuse to sign this document.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Name of Site Operator/Service Provider Organization

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Dated

**Appendix A. Good Neighbor Policy**

In an emergency shelter environment, program participants, staff, outside case managers, visitors from the outside, and the residents and guests of the neighborhoods adjacent to the shelter have a right and an expectation of courtesy, support, and kindness. As such, you are expected to agree to follow the below Good Neighbor Policy:

1. Treat others as we would like to be treated. All program participants are expected to be courteous to each other, to service provider partners, and to area residents during this program.
2. Careful observation of Quiet Hours. All program participants, staff, and visitors are expected to follow and observe the Quiet Hours and avoid noise accordingly.
3. Visitors. You are responsible for ensuring that their visitors abide by visitor hours (and expected visitor behaviors). All visitors must be checked in by security.
4. Adjacent Neighborhoods. Our program’s adjacent neighbors - whether they be businesses, residents, or County staff, expect our program to respect their neighborhood quality of life. As such, our actions and our program decisions will be made with the adjacent neighborhood in mind – that means being quiet, friendly, and responding quickly to concerns and complaints.
5. Transiting through adjacent neighborhoods. You have the right to walk on public sidewalks and streets just like any other person. Similarly, you should not loiter, nor can you engage in any behavior that is illegal, harmful, threatening, or inappropriate. Our service providers and County teams may go out into the neighborhood areas to ensure that you are not loitering in the neighborhood.
6. Dogs. If you choose to walk your dog through adjacent neighborhoods, you must follow local leash laws and laws relating to removal of pet waste. Never take an aggressive dog off-leash or put any other person or dog at risk by your dog’s behavior.

All participants will be held to this Good Neighbor Policy, and violation of this will jeopardize the participant’s continued participation in the program. By signing the below, you signify that you have read, understood, and will comply with the Good Neighbor Policy for this emergency shelter site.

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Participant Name

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Participant Signature

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Dated

### **Appendix B. Service Animals and Pets**

Per state and federal law, service animals are allowed at this site. However, this site may or may not permit pets that are not service animals. More specifically:

- 1) **Registration of Service Animals.** All service or assistance animals must be registered with a service/Assistance Animal Agreement and pre- approved by staff prior to site placement.
- 2) **Pets.** If this site allows pets, it may impose a limit of one to two pets per pet owner. You are not permitted to add or substitute one pet for another without prior written consent of management. Providing “dog sitting” services or hosting visiting pets are not permitted. Only common domestic pets are permitted. Exotic, vicious, dangerous, or potentially dangerous animals are not allowed. You are expected to know the needs of their animals and carefully supervise all aspects of the animal's life. Management reserves the right to limit or refuse any animal based on the type, size/weight, behavior, or physical condition of the pet. You may not obtain a pet after move-in has occurred.
- 3) **Animal handling and care.**
  - a. All animals shall be properly licensed and must display the proper tags and identification to show that they have received proper vaccinations and treatment for rabies or transmittable diseases. Animals should have a collar with a tag including the name and phone number of its owner.
  - b. You may keep service animals and pets in your assigned space and spend time with them always.
  - c. When outside your assigned space, your animal must be supervised and on a leash of six (6) feet or less at all times. If you exercise your dog, do so with the dog on a leash and/or in the designated pet area. Never unleash an animal that may harm other animals or people.
  - d. Animals with a previous bite history or potentially fierce breed of dog will not be allowed. Any animal reported to attack or bite shall be referred to the County’s Animal Control to address under appropriate animal welfare and seizure/impoundment laws.
  - e. Participants shall control and prevent animals from barking or other behavior which disrupts or interferes with other participant’s quiet enjoyment of their premises or disrupts management in carrying out its day-to-day business.
  - f. Participants shall feed, water, clean, care, and supervise their own animal at all times.
  - g. Participants shall maintain their animal on a leash at all times when the animal is in any common areas.
  - h. Animals are not permitted to run free or unleashed. All leash laws apply.
  - i. Animals are not permitted to be unattended at any time. If you leave your pet unattended three or more times, you may be required to give up your pet to remain in the shelter location.
  - j. Participants shall be responsible for cleaning up all animal feces and disposing of the same in a clean, sanitary manner.

- k. Pet health care is important to you, to your pet, and to us. Please inform staff if you have a pet who is ill or in need of care. Service provider teams will be happy to work with guests to secure vaccinations and other veterinary care for their pets via local groups like Ruthless Kindness.

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Grievance forms may be mailed or dropped off in person to:

Chris Inclan  
HEART Program Manager  
Sonoma County Department of Health Services  
1450 Neotomas Avenue, Suite 200  
Santa Rosa, CA 95405  
or via email to [chris.inclan@sonomacounty.gov](mailto:chris.inclan@sonomacounty.gov)

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**Appendix D. Rule Violation Warning Form**

Participant's Name: \_\_\_\_\_

Description of Rule Violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of rule violation: \_\_\_\_\_

Staff Person's Name: \_\_\_\_\_

Date(s) of previous rule violation warnings, if applicable: \_\_\_\_\_

\_\_\_\_\_

Reason for warning: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Details of actions that warranted this warning: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The following immediate and sustained corrective action must be taken by the participant.  
Failure to do so will result in further disciplinary action up to and including termination from the program:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: Your signature on this form means that we have discussed the situation.  
It does not necessarily mean you agree that the rule violation occurred.  
Failure to sign this form does not invalidate the warning.

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Staff Name

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Dated

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### **Appendix E. Termination of Services and Exit from Participation in Program**

Security guards and service provider staff (collectively, “staff”) are responsible for enforcing local and rules. A program participant can be exited from the program for major or repeated violations of the rules, ordinances, or other laws.

The goal of the program is to keep participants in the program until they are able to achieve the successful exit outlined in their Housing Plan. If a participant fails to meet one or more behavioral expectation(s), staff will strive to work with the participant to help them meet the behavioral expectation moving forward.

Written warnings indicating the nature of the violations are to be signed by the program participant and staff. The program participant will be given a copy of the written violation and a copy will be emailed to the DHS Homelessness Services staff concurrently. As noted in the Code of Conduct (Section 5, Pages 8-9), refusal to follow program rules and policies may result in the individual’s exit from the program.

The following Program Exit procedure will be followed in all cases except for those acts that may result in immediate exit as described in Section 5, Paragraph 1 of the Code of Conduct. In these cases, law enforcement should always be contacted and the individual engaging in dangerous or violent behavior should be immediately removed from the property. If an individual has been arrested, staff may give verbal notification of termination and document the incident and decision.

Individuals exited from the program due to those violations listed in Section 5, Paragraph 1 may still file an appeal, however, they shall not be permitted on the premises until and unless the appeal is considered and decision overturned.

Also, if a program participant is absent from the property for the periods and circumstances described in Section 5, Paragraph 4, staff will consider the program participant to have voluntarily exited from the program.

#### **Program Exit Procedure**

1. When a program participant is to be exited from the program, the Case Manager shall document the reasons and communicate the exiting timeline to the program participant and their service team.
2. When a program participant is exited due to a rules violation, the participant will receive a clear written statement of the reasons that they were exited. A program participant has a right to file an appeal following the procedure in Appendix F.
3. At program exit, staff will coordinate with the program participant’s service team to offer other community resources. Being exited from a County housing program does not mean that the County team will no longer provide any services to the individual, but it may mean that the County may no longer provide program housing to the individual.
4. Staff will confirm exit to destination and date in the database.

### **Appendix F. Appeals Process & Related Forms**

The goal of this process is to provide a path for participants of the program to appeal a decision made to exit the participant from a housing program.

1. If a participant believes they have been unfairly exited from the program, they may fill out an Appeal of Program Exit form and return it to staff.
2. The participant must appeal a program exit decision within 72 hours of receiving notice of termination.
3. In the case of a single act that result in immediate exit from the site (as specified in Section 5 of the Code of Conduct, the participant must remain off-site while the program exit appeal is being processed, except to submit the Appeal of Program Exit form to staff at the front gate.
4. In the case of violations of the rules not resulting in immediate exit (i.e., three or more violations resulting in exit from the site as specified in Section 5 of the Code of Conduct), the participant may remain on site while the appeal is pending and being actively pursued, until the appeal reaches final resolution.
5. Within five (5) working days after receipt of the appeal, staff will contact the participant via their preferred contact method to set up a meeting to discuss the appeal.
6. During the meeting, the participant will be given an opportunity to state their case, and staff will offer options for substantive resolution.
7. If the response by staff does not satisfactorily resolve the issue, the participant may appeal staff's decision in writing to County staff.

Appeals may be mailed or dropped off in person to:

Chris Inclan  
HEART Program Manager  
Sonoma County Department of Health Services  
1450 Neotomas Avenue, Suite 200  
Santa Rosa, CA 95405  
or via email to [chris.inclan@sonomacounty.gov](mailto:chris.inclan@sonomacounty.gov)

A representative of the County will respond within five (5) working days via the participant's preferred contact method to schedule a meeting to discuss the complaint.

Within five (5) working days after meeting with the participant, the County will respond in writing with a resolution of the complaint. The decision of the County shall be final.

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**Appendix G. Interim Housing/Emergency Shelter Program Appeal of Program Exit Form**

Participant's Name: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Other Contact Information: \_\_\_\_\_

Preferred Form of Contact: \_\_\_\_\_

Date of Termination: \_\_\_\_\_

Reason for Program Exit: \_\_\_\_\_

Brief statement of why you believe the program exit to be unfair:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

Please give this completed form to security or to service provider staff at the housing site. If you need help completing this form, please contact DHS/HS 707-565- 4821.

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**Appendix H. Response To Interim Housing/Emergency Shelter Program Exit Appeal**

Dear \_\_\_\_\_ (name), on \_\_\_\_\_ (date),  
you submitted an Appeal of Program Exit for the emergency shelter program.

You were exited from the interim housing/emergency shelter program on \_\_\_\_\_  
(date) for the following reason:

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Staff have considered your appeal and have made the following decision:

- Appeal Approved. You will be permitted to return to the program; however, you will be required to abide by all applicable laws and the Program Rules.
- Appeal Rejected. We have determined that the reasons for your program exit are valid, well-documented and demonstrate a pattern of non-compliant behavior. For these reasons, you will not be permitted to return to the program.

**Comments**

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Staff Signature

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Dated

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Staff Name and Title

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## **Exhibit I. California Department of Health Care Services Behavioral Health Services Act Contract Special Terms and Conditions**

Contractor agrees to comply with all the requirements set forth in this Exhibit applicable to services provided for under the Agreement. Additionally, the Contractor agrees to comply with Behavioral Health Services Act (BHSA), including statute, the DHCS policy manual, and additional notices, bulletins, and issued regulations.<sup>3</sup>

### 1. California Department of Health Care Services Performance Contract

Contractor agrees to comply with all applicable terms and conditions set forth in the California Department of Health Care Services (DHCS) Performance Contract with County, which is hereby incorporated by reference as though fully set forth herein. This includes, but is not limited to, the Special Terms and Conditions (Exhibit D), which are summarized in a section later in this document. The BHSA Agreement is available on the Sonoma County Department of Health Services' website at: <https://sonomacounty.gov/health-and-human-services/health-services/divisions/behavioral-health/behavioral-health-services-act>.

### 2. Subcontractors

Contractor shall ensure that its subcontractors shall comply with applicable provisions of this Agreement. Contractor shall notify County in advance when a subcontractor is performing work under this Agreement, and Contractor shall ensure that each of its subcontractors are approved by DHCS and comply with all obligations listed herein.

### 3. California Department of Health Care Services Behavioral Health Bulletins, Information Notices, and Letters

Contractor agrees to comply with all applicable Behavioral Health Bulletins, Information Notices, and Letters issued by DHCS, as they may be amended or promulgated from time to time during the term of this Agreement. Behavioral Health Bulletins, Information Notices, and Letters can be found at the following DHCS website:

[https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral\\_Health\\_Information\\_Notice.aspx](https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Notice.aspx)

### 4. Compliance with State and County Corrective Action

When DHCS or County conducts a review, annual external quality review, or other monitoring activities that identify areas of non-compliance, Contractor agrees to comply with all required corrective actions applicable to Contractor as set forth in the state issued or County-issued report.

### 5. Licensure and Staffing

Contractor warrants that it and all its employees and subcontractors providing or supervising services under this Agreement have a National Provider Identifier (NPI) number as required by

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<sup>3</sup> DHCS Behavioral Health Services Act County Policy Manual, Policy Manual Introduction, at <https://policy-manual.mes.dhcs.ca.gov/behavioral-health-services-act-county-policy-manual/LIVE/>. "Per Welfare and Institutions Code section 5963.05, DHCS has the authority to implement, interpret, or make specific amendments to the Behavioral Health Transformation through county letters, information notices, plan or provider bulletins, and other similar instructions, including this manual. The guidance in this manual will serve as regulations. Throughout the manual, there are footnote references to relevant Department of Health Care Services webpages, Behavioral Health Information Notices, the Welfare & Institutions Code, and the California Code of Regulations for more information. The policy manual will be updated on a continual basis and will include a summary of changes between each version."

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law and all necessary licenses, permits, registrations, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, registrations, certificates, and a NPI number in good standing for the duration of this Agreement.

A copy of each of such licenses, permits, registrations, certificates, and an NPI number shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, registrations, certificates, and/or an NPI number in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County.

Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement. Contractor shall immediately and no later than two business days notify County in writing of any termination, suspension, reduction, or restriction of any requisite license, permit, registration, certificate or NPI number held by Contractor or its subcontractor. In addition, Contractor shall immediately notify County of any changes in ownership or location, significant physical plant or major staffing changes, corporate structure changes, or any reduction or modification of contracted services.

#### 6. Notification of Adverse Proceedings

Contractor shall immediately, and no later than two (2) business days, report to the County if Contractor or their employees, volunteers, interns, subcontractors, or providers retained in any capacity by Contractor are notified, have reason to know, or have reason to believe that they are under investigation by their licensing or certifying agency, are found to be in violation of any rules or regulation of their licensing or certifying agency, or are the subject of a disciplinary action. Contractor shall e-mail [BHSA@sonomacounty.gov](mailto:BHSA@sonomacounty.gov) when notification of adverse proceeding is required and include "Notification of Adverse Proceeding" as the subject.

#### 7. Certification and Continued Certification

The County must be notified immediately, and no later than one business day, in in the event the Contractor's license, registration, certification, approval to operate their program or provide a covered service is revoked, suspended, modified, not renewed, or terminated as well as changes in ownership or location, significant physical plant or major staffing changes, corporate structure changes, or any reduction or modification of contracted services. Contractor shall e-mail [BHSA@sonomacounty.gov](mailto:BHSA@sonomacounty.gov) when notification is required and include "Required Notification" as the subject.

#### 8. Cultural Competence Plan

Contractor shall comply with the provisions of the County's Cultural Competence Plan and participate in the County's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. Contractor shall use professional skills, behaviors, and attitudes in its system that ensure

its system and clients being seen in the system will work effectively in a cross-cultural environment. Contractor shall adopt effective measures to enforce compliance with the County's Cultural Competence Plan by its employees, subcontractors, and agents.

Within 90 calendar days of hire, and annually thereafter, Contractor, its employees, subcontractors and agents shall read the latest edition of the County's Cultural Competence Plan and complete any training provided by the Contractor or County.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, subcontractor, and agent stating that they read the Cultural Competence Plan, completed the related training and agree to abide by its contents.

The County's Cultural Competence Plan may be found here: [Sonoma County Behavioral Health Cultural Competency Plan 2024](#).

#### 9. Quality Assurance

Contractor agrees to cooperate fully with program monitoring or other protocols that may be established by County to promote the provision of high quality, cost effective behavioral health care to clients.

#### 10. Compliance Certification

Contractor shall certify in writing on an annual basis that it has complied with the following elements of this Agreement:

Agreement, Exhibit D, Privacy and Security Provisions  
 Agreement, Exhibit F, Section 5: Licensure and Staffing  
 Agreement, Exhibit F, Section 8: Cultural Competence Plan  
 Agreement, Exhibit F, Section DHCS Performance Contract Requirements

Contractor shall sign the Contractor certification form attached hereto as Attachment A in conjunction with signing this Agreement.

Contractor shall disclose as necessary information associated with agreements identified in the Compliance Certification. Contractor shall submit said disclosures to the following:

Physical Mail: Sonoma County Behavioral Health Plan Administration  
 ATTN: BHSA Coordinator  
 2227 Capricorn Way, Suite 207  
 Santa Rosa, CA 95407  
 Phone: 707-565-4909 BHSA Coordinator  
 Fax: 707-565-4892 ATTN: BHSA Coordinator  
 Email: [BHSA@sonomacounty.gov](mailto:BHSA@sonomacounty.gov)

#### 11. BHSA Issue Resolution Process:

- a. The County of Sonoma Department of Health Services Behavioral Health Division (DHS-BHD) has a BHSA Issue Resolution Process for resolving issues related to:
  1. BHSA Community Program Planning (CPP) Processes (e.g., stakeholder involvement, required time frames, etc.)
  2. Appropriate use of BHSA funds (e.g., non-supplantation)

3. Inconsistency between an approved BHSA Plan/Update and actual implementation
  4. Client access to BHSA programs
- b. The BHSA Coordinator will provide training to a Contractor designee(s) involved in the delivery of services on County's BHSA Issue Resolution policy and procedure to
  - c. An individual may file an issue at any time by filling out the BHSA Issue Resolution Form and submitting it to the BHSA Coordinator.
  - d. The BHSA Coordinator shall investigate the issue and may convene an issue resolution committee whose membership includes individuals representing diverse perspectives.
  - e. The BHSA issue shall be forwarded to the DHS-BHD Division Management Team and the DHS-BHD Director for review.
  - f. Upon completion of the investigation, the BHSA Coordinator shall issue a report to the DHS-BHD Senior Management Team which includes the DHS-BHD Director.
  - g. The report shall include a description of the issue, a brief explanation of the investigation, the recommendation and the DHS-BHD's resolution of the issue.
  - h. DHS-BHD Director will submit the report to the DHS Director and the Compliance Officer.
  - i. For BHSA Issue Resolution Process form (in English and Spanish) go to: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Behavioral-Health-Services-Act/>

Email completed form to [BHSA@sonomacounty.gov](mailto:BHSA@sonomacounty.gov) or mail to the address below:

Physical Mail: Sonoma County Behavioral Health Plan Administration  
 ATTN: BHSA Coordinator  
 2227 Capricorn Way, Suite 207  
 Santa Rosa, CA 95407  
 Phone: 707-565-4909 BHSA Coordinator  
 Fax: 707-565-4892 ATTN: BHSA Coordinator

State regulations require the DHS-BHD BHSA Issue Resolution Process to be exhausted before invoking the State level issue resolution processes through any of the following agencies: Behavioral Health Oversight and Accountability Commission (BHSOAC), Department of Health Care Services (DHCS), or California Behavioral Health Planning Council (CBHPC).

## 12. Beneficiary Rights

In the provision of services under this Agreement Contractor agrees to comply with all applicable laws and regulations related to patients' rights, including but not limited to WIC 5325, CCR, Title 9, 862 through 868, and 42 CFR 438.100.

## 13. Beneficiary Problem Resolution

- a. In accordance with 42 CFR 438.408 and MHSUD Information Notice NO.: 18-010E, the Contractor shall adhere to the notice and timing requirements for all grievances, requests for appeals, expedited appeals, and State Fair Hearing (SFH), as appropriate. Upon

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receipt of any grievances, requests for appeals, expedited appeals, and State Fair Hearing (SFH), Contractor shall immediately call the Grievance Coordinator at (707) 565-7895, and within 24 hours will submit all related documentation to [BHQA@sonomacounty.gov](mailto:BHQA@sonomacounty.gov).

*All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.*

- b. Contractor shall post County notices explaining County's grievance, appeal, expedited appeal, and the DHCS SFH processes at all Contractor sites. For purpose of this Section, Contractor site shall include any office or facility owned and operated by Contractor at which beneficiaries may obtain specialty mental health services under this Agreement.
- c. Contractor shall participate in the resolution of grievances, appeals, expedited appeals, SHF at the request of the County.
- d. Contractor shall give beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.
- e. The Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal.
- f. Contractor shall log all grievances and provide to County quarterly grievance reports and ensure that all corresponding documents are submitted.
- g. The Contractor shall allow the County and DHCS to engage in reviews of the Contractor's records pertaining to Grievances and Appeals.
- h. The Client Grievance/Appeal/SFH Process and Form is available on the County website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Medi-Cal-Informing-Materials/>.

#### 14. BHSA Media Guide

Contractor shall comply with the Media Guide for Sonoma County Behavioral Health Division BHSA Contractors (BHSA Media Guide). A copy of the BHSA Media Guide is available on the Sonoma County Department of Health Services' Behavioral Health website at:

[https://sonomacounty.gov/Main%20County%20Site/Health%20and%20Human%20Services/Health%20Services/Documents/Behavioral%20Health/\\_Documents/media-guide-for-mhsa-contractors.pdf](https://sonomacounty.gov/Main%20County%20Site/Health%20and%20Human%20Services/Health%20Services/Documents/Behavioral%20Health/_Documents/media-guide-for-mhsa-contractors.pdf)

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### **DHCS Performance Contract Requirements**

The following section summarizes additional requirements on Contractors performing work in support of BHSA for the County, per the DHCS Performance Contract Special Terms and Conditions (All section references herein are to DHCS Performance Contract, Exhibit D)

1. General Compliance with DHCS Terms & Conditions (§5(i), §5(l))
  - a. This Agreement incorporates by reference all applicable DHCS terms and conditions that flow-down to Contractor through the County of Sonoma. Efforts have been made to incorporate these terms into this STC, but the absence of any terms or conflict between terms herein and in the DHCS Performance Contract do not excuse Contractor from compliance. The full Terms and Conditions of the DHCS Performance Contract with the County takes precedence over those in this STC.
2. DHCS Termination & Substitution (§5(c))
  - a. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - b. Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor must take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
3. Responsibility for Payment for Performance
  - a. This Agreement is between Contractor and County of Sonoma, which accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement. DHCS assumes no responsibility for payment of Contractor. (§5(f))
  - b. Unless otherwise stipulated in writing by DHCS, the County will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement. (§5(k))
4. Record Retention (§5(j))
  - a. Contractor agrees to maintain and preserve, until three years after termination of this Agreement and final payment from DHCS to the County, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this agreement and to allow interviews of any employees who might reasonably have information related to such records.
5. Other Applicable Obligations Pursuant to DHCS Performance Contract with County
  - a. County must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of the DHCS-Sonoma County Performance Contract, Exhibit D: §§ 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable. (§5(l))
  - b. The applicability of these terms may be determined by several factors, including the status of the contractor, the funding source, and the cost and type of services and goods being procured.

- c. The titles of the sections that may be applicable are provided below for convenience. Please refer to these sections for the complete terms. Contractor's entry into this Agreement serves as confirmation that it has read, understands, and hereby agrees to complying with the applicable requirements. Notwithstanding, Contractor must ensure compliance with all relevant sections, even those not expressly identified herein. No omissions herein shall be construed to limit such obligation.
- DHCS STC §1. Federal Equal Opportunity Requirements (EEO) (Applicable to all federally funded agreements entered into by the Department of Health Care Services) – language listed in full below, as required.
  - DHCS STC §2. Travel and Per Diem Reimbursement (Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)
  - DHCS STC §3. Procurement Rules (Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)
  - DHCS STC §4. Equipment / Property Ownership / Inventory / Disposition (Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.) Note, equipment purchased with agreement funds is state property unless otherwise specified, along with required processes for inventory, reporting, maintenance, and insurance.
  - DHCS STC §5. Subcontract Requirements (Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)
  - DHCS STC §6. Income Restrictions (All.)
  - DHCS STC §7. Audit and Record Retention (Applicable to agreements in excess of \$10,000.)
  - DHCS STC §8. Site Inspection (All.)
  - DHCS STC §10. Termination (All.)
  - DHCS STC §11. Intellectual Property Rights (Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.) – language listed in full below, as required.
  - DHCS STC §12. Air or Water Pollution Requirements (Any federally funded agreement and/or subcontract in excess of \$100,000, unless exempt by law.)
  - DHCS STC §13. Prior Approval of Training Seminars, Workshops or Conferences (All.)
  - DHCS STC §14. Confidentiality of Information (All.)
  - DHCS STC §17. Subrecipient Compliance (Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)
  - DHCS STC §18. Human Subjects Use Requirements (Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)
  - DHCS STC §19. Debarment and Suspension Certification (Applicable to all

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agreements funded in part or whole with federal funds.)

- DHCS STC §20. Smoke-Free Workplace Certification (Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)
- DHCS STC §32. Union Organizing (Applicable only to grant agreements.)
- DHCS STC §37. Compliance with Statutes and Regulations (All.)
- DHCS STC §38. Lobbying Restrictions and Disclosure Certification (Applicable to federally funded agreements more than \$100,000 per Section 1352 of the 31, U.S.C.)

1.1. Additional sections of that may apply:

- DHCS STC §21 Drug Free Workplace Act of 1988
- DHCS STC §27 Prohibited Use of State Funds for Software (Applicable to agreements in which computer software is used in performance of the work.)
- DHCS STC §33 Contract Uniformity (Fringe Benefit Allowability) (Applicable only to nonprofit organizations.)

6. Federal Equal Opportunity Requirements (§1)

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

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- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal

Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

7. Intellectual Property Rights (DHCS STC § 11)

- a. Contractor assigns and agrees to assign to the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the Contractor, County or the State and which result from this Agreement.
- b. COUNTY MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

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**Behavioral Health Contractor Compliance Certification**

In accordance with Agreement Exhibit F, Section 10 (Compliance Certification), below are the required Certifications. Please review each Certification summary below and sign at bottom of page certifying acknowledgement of each statement and return to the County at [BHQA@sonomacounty.gov](mailto:BHQA@sonomacounty.gov).

**Health Information Privacy & Security (Exhibit D):**

Contractor certifies that its employees, contractors and agents have been trained at the time of hire and annually thereafter on the privacy and security of protected health information consistent with HIPAA regulations. Contractor further certifies that they maintain evidence of training in the form of employee signature or acceptable electronic means.

Name of Contractor’s HIPAA Privacy Officer: \_\_\_\_\_

Contractor’s HIPAA Privacy Officer Phone Number: \_\_\_\_\_

Name of Contractor’s HIPAA Security Officer: \_\_\_\_\_

Contractor’s HIPAA Security Officer Phone Number: \_\_\_\_\_

Name of Contractor’s Compliance Officer: \_\_\_\_\_

Contractor’s Compliance Officer Phone Number: \_\_\_\_\_

**Cultural Competence Plan (Exhibit F, Section 8):**

Contractor certifies that it and all its employees, contractors, and agents have received and read a copy of the latest edition of the County’s Cultural Competence Plan, completed all training provided by County, and agree to abide by the provisions of the Cultural Competence Plan, which can be located here:

<http://sonomacounty.ca.gov/health/behavioral-health/public-reports/>

**Licensure and Staffing (Exhibit F, Section 5):**

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have a National Provider Identifier (NPI) number as required by law and all necessary licenses, permits, registrations, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations.

**DHCS Performance Contract Requirements (Exhibit F)**

Contractor certifies that it is in compliance with all applicable terms in the DHCS-Sonoma County Performance Contracts.

**CONTRACTOR**

Contractor/Entity Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

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**Exhibit J. United States District Court Northern California – District of California –  
San Francisco Division – Case No. 18-CV-01955-VC**

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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

JUANITA BUTTERFLY, an individual; and  
HOMELESS ACTION!, an unincorporated  
association,

Plaintiffs,

Case No. 18-CV-01955-VC

**SETTLEMENT BETWEEN PLAINTIFFS  
AND COUNTY DEFENDANTS**

vs.

COUNTY OF SONOMA, SONOMA  
COUNTY COMMUNITY DEVELOPMENT  
COMMISSION, CITY OF SANTA ROSA,  
Does 1 to 10, et al.,

Defendants.

Judge: Hon. Vince Chhabria

Trial Date: March 2, 2026

WHEREAS Plaintiffs Deborah Drake, Samantha Jenkins, Nicholle Vannucci, Steven Robert Singleton, Ellen Brown, and Homeless Action! filed this action against Defendants County of Sonoma, Sonoma County Community Development Commission, and City of Santa Rosa on March 30, 2018 (Dkt. No. 1);

WHEREAS the Parties agreed to, and the Court entered, the Preliminary Stipulated Injunction (Injunction) that remained in place from August 12, 2019, to December 31, 2021 (Dkt. Nos. 109, 109-1, 159);

WHEREAS Plaintiffs Nicholle Vannucci, Juanita Butterfly, Stephanie Somersall, and Homeless Action!. filed their Second Amended and Supplemental Complaint (SAC, Dkt. No. 194) on August 18, 2022, and the SAC is the operative complaint in this matter;

WHEREAS the SAC alleges violations of the Eighth, Fourteenth, and Fourth Amendments; analogous state constitutional claims; and disability discrimination in violation of both federal and state civil rights statutes;

WHEREAS the SAC seeks injunctive and declaratory relief but not damages;

WHEREAS the current Plaintiffs in this matter are Juanita Butterfly and Homeless Action!, all other Plaintiffs having previously voluntarily dismissed their claims;

WHEREAS the United States Supreme Court issued its decision in *City of Grants Pass, Oregon v. Johnson*, 603 U.S. 520 (2024) on June 28, 2024, holding that local governments' enforcement of anti-camping ordinances against unhoused individuals does not violate the Eighth Amendment's prohibition against cruel and unusual punishment;

WHEREAS Plaintiffs have notified Defendants and the Court of their intention to dismiss their first and second causes of action in light of the Supreme Court's decision in *Grants Pass*;

WHEREAS Plaintiffs Juanita Butterfly and Homeless Action! and Defendants County of Sonoma and Sonoma County Community Development Commission wish to resolve Plaintiffs' remaining claims against County Defendants without further litigation;

Plaintiffs and County Defendants therefore AGREE as follows:

**1. Definitions**

- a. **County Defendants** means the County of Sonoma and Sonoma County Community Development Commission including all their respective departments, employees, assigns, contractors, and agents acting on behalf of one or more County Defendants with respect to the programs, services, and activities described in this Settlement.

- b. **Shelter facility or shelter facilities** means any facility or program, that is owned, operated, or funded by County Defendants, the primary purpose of which is to provide a temporary shelter with on-site supportive services for the homeless in general or for specific populations of homeless individuals, and which does not require occupants to sign leases.
- c. **Party or Parties** means, individually, any of the County Defendants or Plaintiffs, and collectively, the County Defendants and Plaintiffs.
- d. **Plaintiffs** means Juanita Butterfly an individual, and Homeless Action!, an unincorporated association based in Santa Rosa, California.
- e. **Reasonable accommodation(s)** means any change or adjustment to government programs, services, or activities that permit a qualified applicant with a disability to participate in or enjoy the benefits, rights and privileges of the program, service, or activity equal to those enjoyed by persons without disabilities as mandated under Title II of the Americans with Disabilities Act, federal and state fair housing laws, Section 504 of the Rehabilitation Act of 1974, and Government Code section 11135.
- f. **Public property** is any property owned by either of the County Defendants that is normally open to the general public where the County has law enforcement jurisdiction. "Public property" does not include the following:
- i. A school;
  - ii. Property for which a permit must be acquired for members of the public to use;
  - iii. Property which is locked, fenced, and posted as "No Trespassing"; and/or

- iv. Property which is subject to a leasehold interest or other possessory interest of a nongovernmental lessee, licensee, or manager that is operated as a private business.

## **2. Pre-Removal and Post-Removal Notice**

- a. County Defendants shall ensure that, any time they engage in activities that will cause the removal of the personal property of unhoused individuals from public property, they will provide both Pre-Removal Notice and Post-Removal Notice consistent with the terms described in this section.
- b. Prior to any action to remove unhoused individuals' personal property from public property, County Defendants must provide Pre-Removal Notice that meets or exceeds the following requirements:
  - i. Advanced written notice shall be both provided to individuals who are present and posted conspicuously on or near the area at a reasonable time and in a reasonable manner to effectively give people sufficient time to collect and move their belongings and to fully relocate. Advanced written notice shall be posted at least 10 hours prior to the removal action, unless a shorter notice is necessary to alleviate an immediate threat to health or safety.
  - ii. Pre-Removal Notices must include:
    - 1. Names, locations, and contact information of any emergency shelters within the Defendant's jurisdiction.
    - 2. Information on the types of belongings that may be discarded as provided in section 3.d, below.

3. Information about where any seized belongings will be stored and how long they will be stored.
  4. Information about how to request reasonable accommodations as provided in section 4, below.
- c. After one or more County Defendants takes action to remove personal property from public property, including through the seizure of personal property, that County Defendant shall post written Post-Removal Notice conspicuously on or near the area from which the items were removed that includes all of the following information:
- i. A written description of the property removed, disposition of each property removed (e.g. storage, disposal, destruction);
  - ii. Where to call to inquire about the storage of personal property that was removed;
  - iii. The address where a person whose belongings were removed can go to ask about the stored property, including, if applicable, which department or person they should ask for;
  - iv. How long property will be stored, and how the property can be claimed;
  - v. If County Defendants remove items of personal property from public property without storing those items—e.g., if County Defendants dispose of or destroy the items—the Post-Removal Notice shall describe any items that were not stored, the reason they were not stored, and the disposition of the items (e.g., destruction), and identification (e.g., name, title) of the person authorizing that the items be removed without being stored.

- d. County Defendants shall, consistent with the deadlines set forth in section 6, below, have and maintain written policies requiring Pre-Removal Notice and Post-Removal Notice that meet the requirements of this section.

### **3. Treatment of Personal Property**

#### **a. Unattended Property**

- i. Unattended personal items that County Defendants intend to remove, regardless of size or value, shall be collected, recorded, and stored in a manner that provides for retrieval of the items by their owner for at least 90 days.
- ii. Only items listed below under "Items that May Be Discarded" in subsection 3.d, below, may be discarded immediately.
- iii. Upon removal of unattended property from public property, County Defendants shall post a Post-Removal Notice that meets the requirements of section 2, above, near the same area from which the unattended items were removed;
- iv. Under no circumstances shall employees, contractors, or other agents of County Defendants take or keep for themselves unattended personal items or allow other personnel to do the same.

#### **b. Abandoned Property**

- i. County Defendants are not required to store property that has been abandoned by its owner. In determining if property is abandoned, County Defendants shall evaluate the facts and circumstances surrounding the items to determine whether the totality of the circumstances indicate an

intent by the property's owner to permanently relinquish possession of the items.

ii. By way of example:

1. Unattended items that are packed, stacked, organized, or bundled in a manner that indicates their owner intends to retrieve them typically will not be considered abandoned.
2. Unattended tents, tarps, and other items that can be used for safety and shelter will typically not be considered abandoned.
3. Items that are broken to the point of being unusable and not stored with other usable items will typically be considered abandoned.
4. Items that are obvious garbage and have no conceivable use, such as empty food wrappers and containers, will typically be considered abandoned. However, recyclable materials, such as CRV-labeled bottles and cans, that are organized in a pile, bag, or other manner will typically not be considered abandoned because they can be used to generate income.

iii. The following types of items shall never be considered abandoned:

1. Government-issued identification documents, including but not limited to: driver's license, Real ID, Social Security card, passport, birth certificate, consular ID;
2. EBT cards;
3. Prescription medications in their original, pharmacy-labeled containers;

4. Legal documents and school forms;
  5. Medical and mobility devices (e.g., wheelchairs);
  6. Cellular phones;
  7. Laptop computers.
- iv. When there is a third-party present who states that they have been designated to watch or secure the items during the owner's temporary absence, the items are not considered abandoned but will be subject to the attended items policy (below). County Defendants shall not threaten such individuals with arrest for attempting to secure property during the owner's absence.
  - v. If it is unclear whether property is abandoned or merely unattended, County Defendants shall not assume that it is abandoned.
- c. Attended Items
- i. Upon commencement of any action by County Defendants to remove or cause removal of homeless individuals and/or their personal property from public property, County Defendants shall provide the owner sufficient time to collect and move their belongings, taking into account any special needs that individual may have (including physical or mental needs), the volume of his or her belongings, and the possibility that removal will take more than one trip;
  - ii. If the owner is unwilling or unable to collect and move their belongings, County Defendants shall give oral and written notice that the items will be collected if they are not moved by the owner.

- iii. After waiting a reasonable period of time following the oral and written notice, taking into account any special needs that individual may have, County Defendants may then collect and store unremoved belongings; and, if attended items are collected for storage, they shall provide the owner with a Post-Removal Notice, as described above, and a receipt.
- iv. County Defendants shall not use threats of citation, arrest, or other punishment solely to force individuals to abandon their property.
- v. Individuals with disabilities who need more time or other assistance to move their belongings as the result of their disabilities may request reasonable accommodations with respect to the removal of their property, even if other reasonable accommodations have already been provided. *See* section 4, Disability Access and Reasonable Accommodations, below.
- vi. If an individual affirmatively consents to County Defendants removing their attended personal property for storage, County Defendants may remove items for storage following a period that is shorter than the requisite notice period set forth in subsection 2.b.i.. above. The individual's affirmative consent must be documented in writing and on body-worn camera for this exception to apply. Additionally, this exception does not apply where County Defendants are removing items for disposal or destruction.

d. Items That May Be Discarded

i. The following items, if found unattended or left behind by unhoused individuals who are forced to leave public property, do not need to be stored:

1. Toxic sharps, flammable or noxious chemicals, and other hazardous items whose collection and/or storage present an immediate threat to health and safety that cannot be mitigated via reasonable safety precautions.
2. Items that are soiled by infectious materials, such as human waste, body fluids, mold or mildew.
3. Items that are confirmed to be infested by rodents or insects.
4. Perishable items or perishable food.
5. Contraband and items that are illegal for individuals to possess such as illegal drugs, illegal drug paraphernalia, or illegal weapons, unless being collected for evidence.
6. Trash, garbage, and/or debris. This includes property that appears to have been discarded by its owner and broken appliances or broken furniture.
7. Items that cannot be stored due to health and safety risks.
8. Shopping carts of the type that are used by retail stores. Shopping cart does not include a wagon or other similar wheeled, manual-powered cart for transporting belongings. Additionally, personal property stored inside a shopping cart must be stored unless it falls within another exception listed in this subsection.

9. Abandoned property, as described above.
- e. Any items that are co-mingled or littered with needles, human waste or other health risks, may be disposed of in their entirety, and County Defendants are not required to sort through and attempt to remove the health or safety risks. Any items that are not stored due to alleged health and safety risks must be disposed of consistent with applicable safety guidelines (e.g., for disposal of biohazards, sharps, flammable substances, etc.).
  - f. County Defendants shall not impose a minimum dollar value or maximum size for property to be stored, and they shall not discard property based solely on its estimated monetary value or size.
  - g. Documenting Seizure and Disposition of Property
    - i. Any time County Defendants remove personal property of unhoused individuals (or that is suspected to belong to unhoused individuals), from public property, they must document the removal, including the following:
      1. Photograph(s) and/or video(s) of the property removed;
      2. Written description of the property removed;
      3. Written description of the disposition of the property removed (e.g., storage, disposal, destruction);
      4. For any property that is removed but not stored or is discarded, the reasons for not storing the item(s);
      5. Digital photograph(s) of any Post-Removal Notice;
      6. Name and title of person authorizing the removal of the property.

h. Storage

- i. Personal items shall be stored at a location to be designated by County Defendants.
- ii. While stored, the property can be claimed by their owners Monday through Friday, 9:00 a.m. to 3:00 p.m.
- iii. After 90 days, unclaimed items may be discarded. However, County Defendants shall have a process for extending the 90-day period for a reasonable time in situations where an individual is unable to retrieve their property due to circumstances beyond their control, e.g., due to disability, temporary absence from the County, or incarceration. The process shall allow for an advocate appointed by the individual to make the extension request for them.
- iv. To claim their property, owners must provide satisfactory proof of ownership, i.e., describing the location of the items when collected or describing the specific items that were collected. No government or photo identification will be required. No fee shall be charged for the temporary storage of items, including when the storage period is extended by a County Defendant for a reasonable amount of time pursuant to h.iii, above.
- i. County Defendants shall, consistent with the deadlines set forth in section 6, below, have and maintain written policies regarding the treatment of personal property that meet the requirements of this section.

#### 4. Disability Access and Reasonable Accommodations

a. County Defendants shall comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and Government Code 11135, including through the provision of reasonable accommodations and reasonable modifications, in their programs, services, and activities related to homelessness. The Sonoma County Sheriff's Office and the Regional Parks Department will incorporate into their policies, procedures, and/or manuals for their relevant units who interact with unhoused individuals the following language:

i. Many homeless people have physical and/or mental disabilities, and sheriff deputies/park rangers/employees/contractors must provide reasonable accommodations where necessary and appropriate in their interactions with disabled individuals.

ii. A reasonable accommodation is a change in a policy, procedure, or practice that is necessary to provide a person with a disability meaningful access to a program or service. Examples of accommodations that might be appropriate in interactions with homeless persons include:

1. Providing additional time when a person with mobility impairment cannot move their belongings on their own or when a person with a mental health disability cannot immediately comply with instructions to move themselves or their belongings due to acute mental health symptoms:

2. Giving second chances to comply with instructions when a person's failure to comply was the result of disability symptoms:
  3. Using alternative communication means and formats of communication, if practical and available, such as sign language interpretation, providing information both orally and in writing, using large print, or other alternative formats, etc.
- b. County Defendants shall ensure that the policies and procedures for all County homeless services (e.g., HEART) also include language that specifies the duty to provide reasonable accommodations to people with disabilities in accordance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and Government Code 11135.
  - c. The County shall require all organizations and companies with which it contracts to carry out the programs, services, and activities related to homelessness and the handling of unhoused individuals' personal property to have a written reasonable accommodation policy detailing the procedure for requesting, reviewing, and implementing accommodations to their programs, services, and activities for people with disabilities.

##### **5. Minimum Due Process Requirements in Shelter Facilities**

County Defendants shall adopt and enforce minimum due process requirements for exits from shelter facilities, including the following minimum requirements:

- a. Advance written notice that explains the reason for the exit, unless the individual has already self-exited or the individual's continued occupancy poses a direct threat to health or safety as defined by paragraph (3) of subdivision (b) of section 12179 of Title 2 of the Code of California Regulations;
- b. When advance written notice is provided, County Defendants shall advise in writing of the right to and process for appealing the exit;
- c. Individuals must be provided an opportunity to submit a request for a hearing to appeal the exit within five business days of receipt of written notice, and for that appeal to be decided by a decisionmaker who is different from, and not subordinate to, the person or persons who made the decision to exit the individual;
- d. A written decision that explains the reason why the decision to exit the individual is being upheld, reversed, or modified;
- e. The ability to request a reasonable accommodation at any point in the exit and appeal process;
- f. The ability to be assisted and/or represented by an advocate in the appeal. The advocate does not need to be an attorney;
- g. The ability to remain at the placement while appeal of the exit is pending, unless the individual has already self-exited or the individual's continued occupancy poses a direct threat to health or safety as defined by paragraph (3) of subdivision (b) of section 12179 of Title 2 of the Code of California Regulations;
- h. The ability to retrieve any belongings at the shelter upon exit.

## 6. Written Policies

- a. County Defendants shall have written policies consistent with the requirements of Sections 2, 3, 4, and 5, subject to the timelines set forth in this section.
- b. County Defendants shall review their existing policies for consistency with the requirements of the Settlement and, within 15 days of execution of the Settlement, shall provide Plaintiffs, via their counsel with the following:
  - i. Identification and copies of all relevant policies and procedures that County Defendants have determined are already consistent with the requirements of sections 2, 3, 4, and 5, above;
  - ii. Identification and copies of all relevant policies and procedures that County Defendants have determined must be amended in order to comply with the requirements of sections 2, 3, 4, and 5, above;
  - iii. Identification of all new policies and procedures that must be adopted in order to comply with Sections 2, 3, 4, and 5, above.
- c. For any policies that must be revised or adopted in order to comply with the Settlement, County Defendants shall adopt those policies within 180 days of the execution of the Settlement.
- d. For any policies that must be revised or adopted in order to comply with the Settlement, County Defendants shall provide drafts of the policies to Plaintiffs' counsel, at least 30 days prior to their adoption.
- e. County Defendants shall require any contractors, grantees, and other agents that provide homeless services, homeless outreach, property storage, removal of personal property from public property, or other programs, services, activities

affected by the Settlement on behalf of Defendants to comply with the terms of this Settlement. Defendants shall require the Settlement to be included as an exhibit to any contracts or MOUs affected by the Settlement no later than the earlier of:

- i. The date of any amendment, renewal, or modification; or
  - ii. 180 days prior to the expiration of the Settlement period, detailed below in section 8.
- f. The terms of this Settlement are intended to provide minimum standards, and nothing in this Settlement shall prevent County Defendants from adopting policies that are more protective of the rights of unhoused individuals.
- g. If, during the term of the Settlement, County Defendants amend one or more of its policies relevant to sections 2, 3, 4, and 5, above, they shall provide Plaintiffs' counsel with a copy of the proposed amended policy at least 15 days before the policy amendment is scheduled to go into effect.
- h. County Defendants shall provide copies of draft and final policies to Plaintiffs via email to their counsel, California Rural Legal Assistance, Inc., and the Public Interest Law Project.

**7. Individual Relief for Plaintiff Juanita Butterfly**

County Defendants shall pay to Plaintiff Juanita Butterfly \$250 upon execution of this settlement.

**8. Availability of Records to Plaintiffs**

a. County Defendants shall provide the following documentation of compliance with the Settlement to Plaintiffs, via Plaintiffs' counsel, during the term of the Settlement, as follows:

i. Plaintiffs may at any time request County Defendants to provide them with the following documents in County Defendants' possession by requesting them via email to the Sonoma County Department of Health Services (solvehomelessness@sonomacounty.gov) or as otherwise directed by County Defendants:

1. Notices provided pursuant to section 2, above.
2. Photographs and other documentation maintained pursuant to subsection 3.g., excluding body worn camera footage, above.
3. Documentation of consent to remove and store property collected pursuant to subsection 3.c.vi., above.
4. Copies of the current versions of all policies required by section 6, above.
5. Training materials used to train staff, contractors, or others about the requirements of this Settlement or of policies enacted pursuant to this Settlement.
6. Copies of contractors' policies required by subsection 4.c., above.

ii. Upon receiving Plaintiffs' request for any of the above documents, County Defendants shall provide the documents within fourteen (14) business days of the date of the request.

- iii. Nothing in this section shall be interpreted as a limitation on Plaintiffs' or their counsel's ability to obtain public records from County Defendants pursuant to the California Public Records Act.

#### **9. Enforcement of Settlement**

- a. The Settlement shall remain in effect for a period of three (3) years from the date of execution.
- b. Nothing in this Settlement shall require County Defendants to maintain policies or practices that violate any provision of state or federal law. If any change in state or federal law necessitates or requires amendment to Defendants' policies relevant to sections 2, 3, 4, and 5, above that would render those policies inconsistent with the Settlement, Defendants agree to meet and confer with Plaintiffs before adopting those amendments.
- c. This Settlement may be enforced by any party hereto by a motion in the United States District Court prior to dismissal of the action, or by any other procedure permitted by law, both by express agreement of the Parties hereto and notwithstanding any provisions of law regarding mediation confidentiality.
- d. In the case of a violation or alleged violation of this Settlement, the Parties agree to meet and confer before seeking any judicial enforcement of the terms of the Settlement.
- e. In any action brought to enforce this Settlement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs.

#### **10. Dismissal of Action**

Plaintiffs shall dismiss this action with prejudice as to Defendants County of Sonoma and Sonoma County Community Development Commission within thirty (30) days after the County Defendants' performance of all terms set forth in paragraphs 2, 3, 4, 5, 6, 7, and 11 of the Settlement.

#### **11. Attorneys' Fees**

County Defendants shall pay Plaintiffs' attorneys' fees in the amount of two hundred seventy-five thousand dollars (\$275,000), payable to California Rural Legal Assistance, Inc.. within 15 days of the execution of this settlement.

#### **12. Mutual Release and Waiver of Liability**

- a. In consideration of the matters set forth above, the undersigned Parties shall, and hereby do, waive, release and relinquish any and all claims or causes of action (including attorney's fees and costs) that each may now and hereafter have against one another arising from or related to the facts and circumstances referenced in the Recitals, above or any other facts or circumstances raised by the remaining claims in this action.
  - i. This waiver and release is made specifically on behalf of each Party, individually and on behalf of his/her heirs, successors, representative, assigns and/or any and all related parties and anyone acting on their behalf. Such waiver and release shall and does inure to the benefit of the undersigned Parties for the facts and circumstances in the above-mentioned recitals and the claims set forth in this lawsuit.
  - ii. This waiver and release is intended to and shall include all claims of every kind, known or unknown, that has arisen or may hereafter arise from the

facts and circumstances in the above-mentioned recitals, arising from, raised by, related to, or referenced in the remaining claims in this action. For such purposes, each Party acknowledges the provision of Section 1542 of the Civil Code of the State of California and hereby knowingly waives the benefits of such provisions after having had full opportunity to consult with independent counsel regarding this matter. The Parties understand that the said Section 1542 provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.


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(Initials)

- b. The Parties hereby represent and warrant that none of them has assigned, transferred, encumbered, or hypothecated any claim of right or cause of action which is the subject matter of this Settlement.
- c. Plaintiffs hereby represent and warrant that except for the remaining claims in this action, none of them has filed or commenced any currently pending legal or administrative proceeding against County Defendants concerning the facts or circumstances of the above recitals or other facts or circumstances raised by or referenced in the remaining claims in this action, nor do they intend to file or commence any such proceeding.

facts and circumstances in the above-mentioned recitals, arising from, raised by, related to, or referenced in the remaining claims in this action. For such purposes, each Party acknowledges the provision of Section 1542 of the Civil Code of the State of California and hereby knowingly waives the benefits of such provisions after having had full opportunity to consult with independent counsel regarding this matter. The Parties understand that the said Section 1542 provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

  
(Initials)

- b. The Parties hereby represent and warrant that none of them has assigned, transferred, encumbered, or hypothecated any claim of right or cause of action which is the subject matter of this Settlement.
- c. Plaintiffs hereby represent and warrant that except for the remaining claims in this action, none of them has filed or commenced any currently pending legal or administrative proceeding against County Defendants concerning the facts or circumstances of the above recitals or other facts or circumstances raised by or referenced in the remaining claims in this action, nor do they intend to file or commence any such proceeding.

### **13. Change in Law; Good Faith Negotiation**

If any change in applicable law or regulation materially affects the rights or obligations of either Party under this Settlement, the Parties shall meet and negotiate in good faith to amend the Settlement as necessary to comply with such change.

### **14. Taxable Income**

County Defendants make no representations or warranties whatsoever concerning the impact of this Settlement on taxable income of Plaintiffs or Plaintiff's attorney, or concerning whether amounts received are or are not subject to any type or description of tax by any federal, state or local authority. Plaintiffs and their counsel are invited to seek the advice of their own tax professionals prior to entering into this Settlement.

### **15. Entire Agreement**

Plaintiffs and County Defendants understand and warrant that this Settlement contains the entire agreement between the Parties. There are no promises, inducements or assurances not expressed in this Settlement which have been made by the Parties to each other regarding the remaining claims in this action.

### **16. Invalidity Provision**

The invalidity of any provision of this Settlement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

### **17. Representation by Competent Counsel**


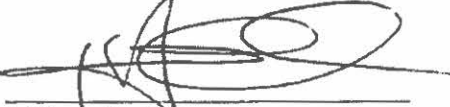
The Parties acknowledge that they have been represented by competent legal counsel. Plaintiffs acknowledge that each of them has discussed this Settlement with their legal counsel, and has been advised of and understand its meaning, and has been advised of and understand legal consequences. Plaintiffs further acknowledge that the terms and conditions



of this Settlement have been accurately translated into their native language and that each Plaintiff freely and voluntarily enters into this Settlement, and assumes the responsibility of its legal consequences.

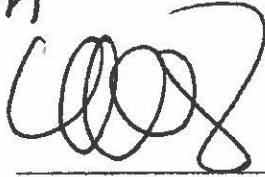
The Parties, by their respective signatures below, enter into this Settlement, effective on the date of the latest signature.

APPROVED AS TO CONTENT

DATE	SIGNATURE/NAME/TITLE
	Rebecca Hermosillo Chair, Sonoma County Board of Supervisors
	Rebecca Hermosillo Chair, Board of Commissioners Sonoma County Community Development Commission
	Juanita Butterfly, Plaintiff
2/9/2026	<small>DocuSigned by:</small>  <small>07546E6A874449A</small> Gail Simons For Homeless Action, Plaintiff
Approved as to form. 2/10/2026	 Jefferey Hoffman California Rural Legal Assistance, Inc., Counsel for Plaintiffs

APPROVED AS TO FORM

2/9/2026



Melissa A. Morris  
Public Interest Law Project,  
Counsel for Plaintiffs

APPROVED AS TO FORM

DATE

SIGNATURE/NAME/TITLE

Feb 18, 2026

Joshua Myers

Joshua Myers  
County Counsel

Signature:



Rebecca Hermosillo (Feb 18, 2026 07:54:47 PST)

Email: [Rebecca.Hermosillo@sonomacounty.gov](mailto:Rebecca.Hermosillo@sonomacounty.gov)

Signature:



Email: [Joshua.Myers@sonomacounty.gov](mailto:Joshua.Myers@sonomacounty.gov)

DRAFT

# 2026\_02.09\_County Settlement\_Final with Plaintiffs' Signatures

Final Audit Report

2026-02-18

Created:	2026-02-17
By:	Ali Ostello (Ali.Ostello@sonomacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALmvui1zRFsjlRvP1Ev8stdOS_P8OHVO4

## "2026\_02.09\_County Settlement\_Final with Plaintiffs' Signatures" History

-  Document created by Ali Ostello (Ali.Ostello@sonomacounty.gov)  
2026-02-17 - 10:22:08 PM GMT- IP address: 209.77.204.154
-  Document emailed to Rebecca Hermosillo (Rebecca.Hermosillo@sonomacounty.gov) for signature  
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-  Document e-signed by Rebecca Hermosillo (Rebecca.Hermosillo@sonomacounty.gov)  
Signature Date: 2026-02-18 - 3:54:47 PM GMT - Time Source: server- IP address: 201.167.17.158
-  Document emailed to Joshua Myers (Joshua.Myers@sonomacounty.gov) for signature  
2026-02-18 - 3:54:49 PM GMT
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-  Document e-signed by Joshua Myers (Joshua.Myers@sonomacounty.gov)  
Signature Date: 2026-02-18 - 3:57:04 PM GMT - Time Source: server- IP address: 50.228.223.25
-  Agreement completed.  
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