

**LOS GUILICOS TRANSITIONAL VILLAGE
HOMELESS SERVICES FUNDING GRANT AGREEMENT
FISCAL YEAR 2022-2023**

The following is an agreement, dated for convenience as of July 1, 2022, by and between the Sonoma County Community Development Commission, hereinafter called "COMMISSION," and **THE SOCIETY OF ST. VINCENT DE PAUL DISTRICT COUNCIL OF SONOMA COUNTY, INC**, hereinafter called "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COMMISSION administers certain housing and community development activities with funding from federal, state, and local discretionary funding, hereinafter called "Funding"; and

WHEREAS, COMMISSION under state and federal law, must administer all of its programs and activities in a manner that affirmatively furthers fair housing;

WHEREAS, the County of Sonoma FY 2022-2023 Adopted Budget includes **\$2,263,522** for use by SUBRECIPIENT in fiscal year 2022-2023 for **LOS GUILICOS TRANSITIONAL VILLAGE**.

WHEREAS, in accordance with the National Environmental Policy Act of 1969, as amended (42 USC 4321-4347) ("NEPA"), the COMMISSION has completed and approved Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 to find that there will be no environmental impacts for the activities proposed to be undertaken under this Agreement.

NOW, THEREFORE, COMMISSION and SUBRECIPIENT for and in consideration of their mutual promises and agreements herein contained do agree as follows:

1. Term of Agreement: SUBRECIPIENT agrees to provide the services described in this Agreement for a period beginning July 1, 2022 and continuing until June 30, 2023, unless extended by mutual written Agreement of the parties hereto pursuant to paragraph 19 or terminated pursuant to paragraph 2.

2. Termination: At any time and without cause, COMMISSION shall have the right, in its sole discretion to terminate this Agreement by giving fourteen (14) days' written notice to SUBRECIPIENT. In such event, SUBRECIPIENT shall be entitled to receive full payment for all services, satisfactorily rendered as determined by the COMMISSION in its sole discretion, and expenses incurred hereunder prior to receipt of said notice of termination.

If SUBRECIPIENT fails to perform any of its obligations, duly perform, comply with, or observe any of the conditions, terms, or covenants of any of this Agreement, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, COMMISSION shall send SUBRECIPIENT a written notice of default. SUBRECIPIENT shall have the right to cure such default within ten (10) days of the date of the written notice of default (which notice shall provide reasonable detail of the default and required cure) or if the breach

cannot be cured within thirty (30) days, so long as SUBRECIPIENT is diligently undertaking to cure such breach, SUBRECIPIENT may be allowed to complete said cure within thirty (30) days of the date of the written notice of default at the determination of the COMMISSION. If COMMISSION terminates this Agreement for cause, SUBRECIPIENT shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred, as determined by the COMMISSION in its sole discretion, prior to such termination, less the amount of damage sustained by any COMMISSION by virtue of the breach of the Agreement by SUBRECIPIENT. Following the expiration of all applicable notice and cure periods will either at the option of the COMMISSION or automatically, where so specified, relieve the COMMISSION of any obligation to make or continue to provide funding under this Agreement and shall give the COMMISSION the right to proceed with any and all remedies outlined in this Agreement, including but not limited to the following

In the event of a failure by the SUBRECIPIENT to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, COMMISSION reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the SUBRECIPIENT from incurring additional obligation of funds until COMMISSION is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of COMMISSION right to suspend or terminate this Agreement. COMMISSION may consider performance under this Agreement when considering future awards. In addition, the COMMISSION shall have the right of mandamus or other suit, action or proceeding at law or in equity to require the SUBRECIPIENT to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement.

3. Scope of Services:

3.1 SUBRECIPIENT's Specified Services. SUBRECIPIENT shall, in a manner satisfactory to COMMISSION, perform the services set forth in Exhibits A, B, C, D, and E, attached hereto and incorporated herein by specific reference and pursuant to Article 14, Prosecution of Work. In the event of a conflict between the body of this Agreement and any Exhibit hereto, the provisions in the body of this Agreement shall control, unless Exhibit C is attached to this Agreement, in the event of any conflict between the body of this Agreement and Exhibit C, the terms of Exhibit C shall control.

<u>TYPE OF FUNDING</u>	<u>ATTACHED EXHIBITS</u>
<input type="checkbox"/> ESG CFDA #14.231	<input checked="" type="checkbox"/> EXHIBIT A-Scope of Services
<input checked="" type="checkbox"/> ESG-State	<input checked="" type="checkbox"/> EXHIBIT B-Budget
<input type="checkbox"/> CDBG CFDA #14.218	<input checked="" type="checkbox"/> EXHIBIT C-Environmental Review
<input type="checkbox"/> Continuum of Care #14.267	<input checked="" type="checkbox"/> EXHIBIT D-HMIS
<input checked="" type="checkbox"/> County General Fund	<input checked="" type="checkbox"/> EXHIBIT E- State and Federal Funding Requirements
<input type="checkbox"/> LMIHAF	<input checked="" type="checkbox"/> EXHIBIT F-Insurance Requirements for Homeless Services Programs
<input type="checkbox"/> County TOT	<input checked="" type="checkbox"/> EXHIBIT G- ESG Program Guides for Homeless Services Programs
<input type="checkbox"/> County R&R	<input checked="" type="checkbox"/> EXHIBIT H-Reasonable Accommodations in Homeless Services Programs
<input type="checkbox"/> CESH	
<input checked="" type="checkbox"/> Inter-governmental transfer	
<input type="checkbox"/> Homeless Housing Assistance and Prevention (HHAP)	
<input type="checkbox"/> Other:	

3.2 Cooperation With COMMISSION. SUBRECIPIENT shall cooperate with COMMISSION staff in the performance of all work hereunder and shall be available to COMMISSION staff at all reasonable times, subject to the Scope Services to be agreed to by the parties.

3.3. Performance Standard. SUBRECIPIENT 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 SUBRECIPIENT's same discipline and profession in the State of California. COMMISSION has relied upon the professional ability and training of SUBRECIPIENT as a material inducement to enter into this Agreement. SUBRECIPIENT 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 SUBRECIPIENT's work by COMMISSION shall not operate as a waiver or release. If COMMISSION determines that any of SUBRECIPIENT's work is not in accordance with such level of competency and standard of care, COMMISSION, in its sole discretion, shall have the right to do any or all of the following: (a) require SUBRECIPIENT to meet with COMMISSION to review the quality of the work and resolve matters of concern; (b) require SUBRECIPIENT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

3.4. Assigned Personnel.

3.4.1. SUBRECIPIENT shall assign only competent personnel to perform work hereunder. In the event that at any time COMMISSION, in its sole discretion, desires the removal of any person or persons assigned by SUBRECIPIENT to perform work hereunder, SUBRECIPIENT shall remove such person or persons immediately upon receiving written notice from COMMISSION. Notwithstanding anything to the contrary, the COMMISSION agrees and acknowledges that nothing herein shall restrict the SUBRECIPIENT from employing additional personnel to provide the Services under the contract as it deems reasonable, so long as the key personnel for the performance of this Agreement continues to perform work hereunder.

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

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

4. Payment: COMMISSION agrees to pay to SUBRECIPIENT amounts not to exceed the costs incurred by SUBRECIPIENT consistent with the budget and other terms contained in Exhibit B attached hereto and incorporated herein by specific reference and with other provisions of this Agreement. Reimbursement payment will be made in installments in accordance with Exhibit B, Budget after SUBRECIPIENT submits adequate written documentation of the expenses incurred in a form specified by COMMISSION. Reimbursement requests should be submitted to COMMISSION at least quarterly, but not more than once monthly. In no event shall the total amount payable under this Agreement exceed **\$2,263,522**. Notwithstanding anything to the contrary herein, COMMISSION shall not be obligated to make any disbursement after an uncured event of default by SUBRECIPIENT.

4.1. All or part of this Agreement will be paid with Federal awards. As a pass-through or entitlement entity, COMMISSION is required to provide certain information regarding Federal award(s) to SUBRECIPIENT. In signing this Agreement, SUBRECIPIENT acknowledges receipt of the following information regarding Federal award(s) that will be used to pay this Agreement:

CFDA Title:	Emergency Solutions Grant (State)
CFDA Number:	14.231
Award Name:	Continuum of Care Administrative Entity Allocation Award
Award Number:	21-ESG-16019
Award Year:	2021-2022
Federal Agency:	Department of Housing and Urban Development
Pass-Through Agency:	Sonoma County Community Development Commission, 1440 Guerneville Road, Santa Rosa CA 95403
COMMISSION Federal Tax Identification Number:	94-2158408
SUBRECIPIENT Federal Tax Identification Number:	94-1433890

5. Method and Place of Giving Notice, Submitting Bills, and Making Payments: All notices, bills, and payments shall be made in writing and shall be given by email or personal delivery or by US Mail or courier service. Notices, bills, and payments shall be addressed as follows:

COMMISSION: Sonoma County Community Development Commission
1440 Guerneville Road
Santa Rosa, CA 95403

SUBRECIPIENT: **The Society of St. Vincent de Paul District Council of Sonoma County, Inc.**
5671 Redwood Drive
Rohnert Park, CA 94928

Subrecipients shall submit reimbursement requests for each three (3) month Quarter by the 10th of the month following the end of each Quarter. Subrecipients may request reimbursement as often as monthly, with the expectation that the complete Quarterly billing be received per the following dates:

- July, August, September – Due on October 10

- October, November, December – Due on January 10
- January, February, March – Due by April 10
- April, May, June – Due by July 10 (Final Reimbursement)

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. In all other instances, notices, bills, 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 paragraph.

6. Assignment and Delegation: Except as provided above, neither party hereto shall assign, sublet, or transfer any interest in or duty under, this Agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

7. 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 SUBRECIPIENT or SUBRECIPIENT's agents, employees, and other agents in connection with this Agreement shall be the property of COMMISSION. COMMISSION 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, SUBRECIPIENT shall promptly deliver to COMMISSION all such documents which have not already been provided to COMMISSION in such form or format as COMMISSION deems appropriate. Such documents shall be and will remain the property of COMMISSION without restriction or limitation. SUBRECIPIENT 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 COMMISSION. SUBRECIPIENT acknowledges that the COMMISSION is subject to the California Public Records Act. The COMMISSION shall refrain from releasing information provided to the COMMISSION by SUBRECIPIENT that SUBRECIPIENT claims is exempt from disclosure under the California Public Records Act ("Contractor Information") unless the COMMISSION's legal counsel determines that the release of such information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the COMMISSION shall notify SUBRECIPIENT of its intention to release the Contractor Information ("Release Notice").

8. Operational Changes: SUBRECIPIENT shall forward any material modifications to its program, policies, or procedures to COMMISSION.

9. Subcontracts: SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. SUBRECIPIENT shall monitor all subcontracted services on a regular basis to ensure contract compliance. SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to COMMISSION along with a summary description of the selection process.

10. Status of Subrecipient: The parties intend that SUBRECIPIENT, in performing the services herein specified, shall act as an independent subrecipient and shall have control of the work and the manner in which it is performed. SUBRECIPIENT is not to be considered an agent or employee of COMMISSION and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COMMISSION provides its employees.

11. Insurance: SUBRECIPIENT is required to maintain the insurance specified in Exhibit F, which is attached hereto and incorporated herein by this reference.

12. Indemnification: SUBRECIPIENT agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to COMMISSION, and to defend, indemnify, hold harmless, reimburse and release COMMISSION, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by COMMISSION to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including SUBRECIPIENT, arising out of or in connection with the performance of SUBRECIPIENT hereunder, whether or not there is concurrent negligence on the part of COMMISSION, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of COMMISSION. If there is a possible obligation to indemnify, SUBRECIPIENT's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. COMMISSION shall have the right to select its own legal counsel at the expense of SUBRECIPIENT, subject to SUBRECIPIENT's approval, which approval 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 SUBRECIPIENT or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

13. COMMISSION's Liaison Officer. The COMMISSION shall appoint a designated liaison officer. That officer shall have the authority to monitor the program and fiscal operations of the SUBRECIPIENT on behalf of the COMMISSION. The SUBRECIPIENT shall appoint a representative to be available to the COMMISSION for consultation and assistance during the performance of this Agreement.

14. Prosecution of Work. The execution of this Agreement shall constitute SUBRECIPIENT'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 an earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for SUBRECIPIENT's performance of this Agreement shall be extended by a number of days equal to the number of days SUBRECIPIENT has been delayed.

15. Extra or Changed Work. Extra or changed work or other changes to the items identified in the Scope of Services or this Agreement may be authorized only by written amendment to this

Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work identified in the Scope of Services or significantly lengthen time schedules may be executed by the Executive Director in a form approved by County Counsel. The Board of Commissioners and/or the Sonoma County Board of Supervisors must authorize all other extra or changed work. Failure of SUBRECIPIENT 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 SUBRECIPIENT shall be entitled to no compensation whatsoever for the performance of such work. SUBRECIPIENT further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed without such express and prior written authorization of the COMMISSION.

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

17. Merger: This writing, including all attachments and exhibits, 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 California Code of Civil Procedure § 1856.

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

18. Reporting: SUBRECIPIENT agrees to provide a written quarterly report ten (10) days after the end of each Quarter, that is, by the following dates:

Quarter 1 (Q1): October 10, 2022
Quarter 2 (Q2): January 10, 2023
Quarter 3 (Q3): April 10, 2023
Quarter 4 (Q4): July 10, 2023

Each quarterly report shall describe the progress of the project.

Within ten (10) days after the termination date of this Agreement, SUBRECIPIENT agrees to submit to COMMISSION a Final Report Addendum, the Summary of Other Funding Sources,

showing all other funding sources, classification of funding sources as local, state, federal, or private, and amounts received for the specific project. All quarterly and final reports shall be submitted in a form specified by COMMISSION.

SUBRECIPIENT, being a nonprofit California Corporation, agrees to submit minutes of its Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

COMMISSION will use reports submitted by SUBRECIPIENT to provide periodic required reports in a timely way to the state, federal, local governmental or private funding entities.

19. Amendments: The COMMISSION or SUBRECIPIENT may amend this Agreement at any time, providing that such amendments make specific reference to this Agreement and are executed in writing, signed by duly authorized representatives of both organizations, and approved by the COMMISSION's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the COMMISSION or SUBRECIPIENT from its obligations under this Agreement.

The COMMISSION may, in its discretion, may amend this Agreement to conform to federal, state or local governmental guidelines, policies, and changes in available funding amounts or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COMMISSION and SUBRECIPIENT.

20. Publicity: Any publicity generated by SUBRECIPIENT 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 COMMISSION in making the project possible. The words "Sonoma County Community Development Commission" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. The SUBRECIPIENT shall not comment publicly to the press or any other media regarding data, countywide initiatives, or related actions without the knowledge and consent of the COMMISSION. The SUBRECIPIENT shall not issue any news release or make claims regarding data related to work performed or services performed under this contract or through the COMMISSION without prior review of the contents thereof.

21. Representations of Subrecipient.

21.1 Status of Subrecipient. As noted in paragraph 10, SUBRECIPIENT is not to be considered an agent or employee of COMMISSION and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits COMMISSION provides its employees. In the event COMMISSION exercises its right to terminate this Agreement pursuant to Article 2, above, SUBRECIPIENT expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

21.2 Taxes. SUBRECIPIENT 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. SUBRECIPIENT agrees to indemnify and hold COMMISSION harmless from any liability which it may incur to the United States or to the State of California as a consequence of SUBRECIPIENT's failure to pay, when due, all such taxes, and obligations. In case COMMISSION is audited for compliance regarding any withholding or other applicable taxes, SUBRECIPIENT agrees to furnish COMMISSION with proof of payment of taxes on these earnings.

21.3 Records Maintenance. SUBRECIPIENT shall keep and maintain full and complete documentation and accounting records concerning all services performed, as well as program participant's files for all project participants compensable under this Agreement, and shall make such documents and records available to COMMISSION, its auditors or other authorized representatives for inspection and audit at any reasonable time. SUBRECIPIENT shall maintain all such records for a period of five (5) years following completion of work and the period of this Agreement hereunder.

21.4 Conflict of Interest. SUBRECIPIENT 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 and/or federal law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. SUBRECIPIENT 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 COMMISSION, SUBRECIPIENT 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 COMMISSION disclosing SUBRECIPIENT's or such other person's financial interests.

21.5 Statutory Compliance. SUBRECIPIENT agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies 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. If SUBRECIPIENT performs any work knowing it to be contrary to such laws, rules and regulations, SUBRECIPIENT shall be solely responsible for all costs arising therefrom. SUBRECIPIENT shall defend, indemnify and hold COMMISSION, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

21.6 Nondiscrimination. Without limiting any other provision hereunder, SUBRECIPIENT, by and for itself and its successors and assigns, agrees that it 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, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, military, and veteran status, or other prohibited basis, including without limitation, the County's Non-Discrimination

Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

21.7 AIDS Discrimination. SUBRECIPIENT, by and for itself and its successors and assigns, 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.

21.8 Living Wage Requirements. SUBRECIPIENT, by and for itself and its successors and assigns, shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract. Without limiting the generality of the foregoing, SUBRECIPIENT expressly acknowledges and agrees that this contract 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 Funding Agreement will be considered a material breach and may result in termination of the Funding Agreement or pursuit of other legal or administrative remedies. Nonprofit entities shall pay employees providing services pursuant to a service contract or in connection with a county economic development assistance agreement a living wage as established by Sonoma County Code Section 2-377. The Nonprofit living wage rate schedule is located at <https://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>.

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

21.10 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of SUBRECIPIENT, and all actions required under the SUBRECIPIENT's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

21.11 Good Standing. SUBRECIPIENT is a duly organized California nonprofit public benefit corporation validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

22. Miscellaneous Provisions.

22.1 No Waiver of Breach. The waiver by COMMISSION 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. Any waiver by the COMMISSION of any obligation or condition in this Agreement must be in writing.

22.2 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. SUBRECIPIENT and COMMISSION 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. SUBRECIPIENT and COMMISSION acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

22.3 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.

22.4 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.

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

22.6 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.

22.7 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.

22.8. 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.

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

22.10 Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors and assigns.

22.11 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agents this _____ day of _____, 2022.

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

By:

Dave Kiff, Interim Executive Director

THE SOCIETY OF ST. VINCENT DE PAUL DISTRICT
COUNCIL OF SONOMA COUNTY, INC.
LOS GUILILOCOS TRANSITIONAL VILLAGE

By:

Jack Tibbets, Executive Director

EXHIBIT A SCOPE OF WORK

1. Services to be Provided

1.1 SUBRECIPIENT Duties

1.1.1. SUBRECIPIENT shall provide services defined and set forth in Exhibit A-1 attached hereto and incorporated by this reference.

1.1.2. SUBRECIPIENT shall provide all necessary qualified personnel for performance of services under this Agreement.

1.1.3. SUBRECIPIENT shall record services and submit reports as required by COMMISSION, enumerating all services delivered to clients. SUBRECIPIENT shall make available to COMMISSION all records necessary to conduct thorough and comprehensive contract monitoring and auditing, and to conduct research and evaluation concerning SUBRECIPIENT and project as appropriate under terms of this Agreement. SUBRECIPIENT shall keep and maintain full and complete documentation and accounting records relating to all services performed, as well as program participants files for all project participants compensable under this Agreement, and shall make such documents and records available to COMMISSION, its auditors, or other authorized representatives for inspection and audit at any reasonable time. SUBRECIPIENT shall maintain all such records for a period of five (5) years following completion of work and the period of this Agreement hereunder.

1.1.4. SUBRECIPIENT agrees to provide a written quarterly report ten (10) days after the end of each Quarter. Each quarterly report shall describe the progress of the project. Within ten (10) days after the termination date of this Agreement, SUBRECIPIENT agrees to submit to COMMISSION a final report that will address the accomplishments made during the funding period. All quarterly and final reports shall be submitted in a form specified by COMMISSION. SUBRECIPIENT, if a nonprofit California Corporation, agrees to submit minutes of their Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

EXHIBIT A-1 SCOPE OF WORK

The Society of St. Vincent de Paul District Council of Sonoma County, Inc. (SVDP) Los Guilicos Transitional Village

The Sonoma County Community Development Commission (COMMISSION) has awarded **The Society of St. Vincent de Paul District Council of Sonoma County, Inc. (SVDP)** **\$2,263,522.00** in local and state funds to operate **Los Guilicos Transitional Village (LGV)**. Project services are located at 7463 Rancho Los Guilicos Road in Santa Rosa, California, with SVDP administrative offices at 5671 Redwood Dr., in Rohnert Park, California.

The **Los Guilicos Transitional Village** project will operate as a low-barrier Navigation Center that facilitates a safe environment for unsheltered persons to support stabilization and work with Sonoma County-based and other service providers to incentivize, identify and secure permanent housing in the community. **SVDP** will operate the **Los Guilicos Transitional Village** project using a behavioral-based program strategy, which implements a harm reduction model to provide services. **SVDP** will act as the shelter and housing operator for the **Los Guilicos Transitional Village** project, with services coordinated with Sonoma County Community Development Commission (COMMISSION) and Sonoma County Health Department's Interdepartmental Multi-disciplinary Team (IMDT). **SVDP** will use the Sonoma County Emergency Shelter Program Standards as the minimum operating standards.

The **Los Guilicos Transitional Village** project will measure three outcomes as project deliverables:

1. The number of participants who exit to a permanent housing destination;
2. The number of participants who retain or increase income from any source, including benefits and/or employment at program exit, and;
3. HMIS data quality, as defined by the prevailing HMIS Data Standards as stated in Exhibit D of this Agreement.

New Requirement for the Fiscal Year 2022-2023: All Emergency Shelter providers in Sonoma County shall act as a Coordinated Entry Access Point. Each shelter provider will choose to be an Internal Access Point (IAP) or an External Access Point (EAP). An External Access Point provides assessments to ALL participants seeking Coordinated Entry System (CES) assistance regardless of the location that the individual spends most of their time, enrollment status in any of that organization's Access Point programs, or population type. An Internal Access Point is a provider who provides access to participants of their programs.

The Emergency Shelter projects utilize project models described in Emergency Solutions Grant regulations found in, but not limited to 24 CFR 576.403 – 574.409, including any other statutes that may apply. Emergency Shelter service providers shall refer to the following link and Exhibit G – (Emergency Solutions Grant Regulations and Continuum of Care Program Standards) of this Funding Agreement for further guidance:

<https://www.govinfo.gov/content/pkg/CFR-2018-title24-vol3/xml/CFR-2018-title24-vol3-part576.xml#seqnum576.403>

The definition of an emergency shelter is any facility with a primary purpose of providing temporary shelter to the general homeless population or a specific population of homeless persons and which does not require occupants to sign leases or occupancy agreements. Emergency shelters provide a safe, secure, and clean place to stay for those who cannot be diverted from the homeless System of Care. Emergency shelters provide a short-term placement while permanent or more long-term housing options are obtained, and shelters provide support with accessing housing resources in the community.

Emergency Shelter Services will include overnight accommodations for up to 6 months, and case management focused on the placement of participants in permanent housing. Case management will facilitate a participant's ability to find permanent housing and increase income from any source at program exit. Providers will make every effort to place participants in permanent housing as quickly as possible.

New Requirement for the Fiscal Year 2022-2023: As described in Exhibit B of this Funding Agreement, submission of reimbursement requests shall occur as often as monthly and at the end of each three-month Quarterly period. Three monthly reimbursement requests or one quarterly reimbursement request must be submitted by the 10th of the month after the close of the Quarter. All reimbursement requests must include a copy of a General Ledger for the period covered and a Year to Date General Ledger.

Submission of Quarterly Reports in a timely and accurate manner is due on the 10th of the month following each Quarter using the prescribed reporting format. **SVDP** will report on the number of individuals and households, income, demographics, race, ethnicity, outcome performance, and changes in staffing. A narrative description will describe changes or adjustments to services offered, challenges experienced achieving project goals, or managing the contract. Providers are expected to submit the Annual Performance Report (APR) and Data Quality Report (DQR) along with the Quarterly Report for each reporting period.

LGV staff will input client data into the Homeless Management Information System (HMIS), following all relevant data quality standards, and will refer all participants to appropriate City, County, State, and other local services. **SDVP** will participate in technical assistance to develop and increase their capacity to deliver services using "Housing First" principles adopted as California State Law SB1380:

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1380.

Per Exhibit H of this Funding Agreement, **SVDP** shall comply with Title III of the Americans with Disabilities Act of 1990 (28, CFR 36, Subpart B) as amended by the ADA Amendments Act of 2008. **SVDP** must submit a Reasonable Accommodation policy approved by the organization's Board of Directors. **SVDP** agrees to document and report on the number of reasonable accommodation requests and any instances of denial in each Quarterly Reporting.

This Agreement will begin on July 1, 2022, and expires on June 30, 2023.

1. Program Requirements:

List program requirements to be included under the Agreement. In addition to the program requirements listed below, the contractor and County agree to complete the Turn the Curve monitoring outlined in Addendum 1: Results-Based Accountability Plan.

2.1 Roles and responsibilities of the Contractor: **To operate a homeless service Emergency Shelter.**

2.2 Roles and responsibilities of the County: **To facilitate administrative needs and Turn the Curve monitoring.**

2. Additional Data Collection and Reporting, if applicable:

Please list additional measures required by the funding source. The additional measures will not be required for Turn the Curve outlined in Addendum 1: Results-Based Accountability Plan Sections 3-5.

Estimated Unduplicated Numbers served by the project:

Households

Adults

Children

HMIS Participation

☒ Required ☐ Project will be HMIS Service Only setup ☐ Not Applicable

Emergency Shelter HMIS Workflow

1. Complete enrollment (project start date & demographics)
2. Complete Household (Family ID)
3. HUD Entry Assessment
4. Annual Assessment (if applicable)
5. HUD Exit Assessment/Program Dismissal

Project Title in HMIS: **Los Guilicos (State ESG DR 18-19)**

Verification of Homeless and Documentation Requirements per HUD Homeless Status Definition Final Rule, December 5, 2011, 24 CFR 576:

☒ Required ☐ Not Applicable

Verification of Chronic Homelessness Status per HUD Chronically Homeless Definition Final Rule, December 4, 2016, 24 CFR Parts 91 and 578:

☐ Required ☒ Not Applicable

Verification of At-Risk of Homelessness and Documentation Requirements per ESG Interim Rule, December 5, 2012, 24 CFR 576:

☐ Required ☒ Not Applicable

Coordinated Intake Participation

☒ Required ☐ Not Applicable - Participants will not meet Homelessness definitions #1 or #2

☒ *This project is required to fill 50% of shelter beds through referrals from the Coordinated Entry System.*

Participation in Continuum of Care Program Standards Development and Review

☒ Required ☐ Not Applicable Emergency Shelter Program Standards
See Exhibit G, Program Standards for Homeless Services Programs.

Addendum 1: Results-Based Accountability Plan

The Results-Based Accountability (RBA) Plan may be amended periodically, as evidenced in writing and signed by all parties. A written, signed RBA Plan outlining specific performance measures will constitute an addendum to this Scope of Work.

1. Program Information:

Organization: **The Society of St. Vincent de Paul District Council of Sonoma County, Inc. (SVDP)**

Program Name: **Los Guilicos Transitional Village**

1.1. Location and region where services are to be provided (location of where client served lives):

North county: ☒ South county: ☒ East county: ☒ West county: ☒ Central County: ☒

1.2 Language services will be provided in English: ☒ Spanish: ☒ Other:

1.3 Client demographics for program, if available, check all that apply:

Race/Ethnicity: Hispanic/Latino ☒ White ☒ African American ☒

Asian/Pacific Islander ☒ Native American ☒ Other

Gender: Male ☒ Female ☒ Transgender Female to Male ☒

Transgender Male to Female ☒ Genderqueer/Gender non-binary

☐ Not Listed, please specify:

Age: ☐ 0-5 (children) ☐ 6-15 (youth) ☐ 16-25 (transitional age youth) ☒ 26-59 (adults) ☒ 60 and over (older adults)

☐ Other

2. Result Area:

Result (population accountability)

What population result does your program contribute to? The County has identified a list of results and population indicators for each Department. Add result(s) relevant to this procurement from the list. For a list of results visit (INSERT DASHBOARD LINK WHEN COMPLETE or include dropdown)

2.1 Result: List result **Homelessness**

Additional Reports/Requirements: SUBRECIPIENT may be requested to provide additional data to the COMMISSION in response to a county, state, or federal report and/or inquiry request. If this situation should arise, SUBRECIPIENT shall provide the COMMISSION with the requested data.

3. Performance Measures for Program Year 1 –

List proposed activities that you plan to monitor with performance measures	Program Performance Measures	Performance Measure Target	Data Collection Method	Data Reporting Cycle	Turn the Curve Frequency – (data review and action plan)
<i>Include a list of proposed activities for year 1. Please note Turn the Curve will be completed at an agreed upon cycle and activities are subject to change based on analysis.</i>	The number of program participants who exit the program for a permanent housing destination at program exit or year-end.	21% or 35 of 165	HMIS Reporting	Quarterly	Quarterly
	The number of individual adult program participants who retain or increase income from any source, including benefits and/or employment at program exit or year-end.	40% or 66 of 165	HMIS Reporting	Quarterly	Quarterly
	HUD Data Quality Report: fewer than 5% errors on questions 2, 3, and 4; on question 6, fewer than 5% of project entry or project exit records in more than 6 days.	Question 2: <5% Question 3: <5% Question 4: <5% Question 6: <5% in more than 6 days	HMIS Reporting	Quarterly	Quarterly

4. Reporting Requirements:

The contractor shall apply, document, and report on performance measures and activities detailed in the RBA Plan. These documents may be modified at any time as agreed to in writing by both parties. The contractor shall report these data based on the timeline determined in the RBA Plan and participate in Turn the Curve monitoring as defined in the RBA Plan. The contractor shall disaggregate the performance measures by demographics and geographic area for reporting when possible. Upon contract closeout, the contractor shall report client demographics for the program if available.

Contractor

Contract Manager or Designee

Department RBA Lead

EXHIBIT B

FISCAL PROVISIONS AND BUDGET

1. Fiscal Responsibilities. In consideration of the obligations to be performed by SUBRECIPIENT herein, SUBRECIPIENT shall be reimbursed for its actual costs, within the spending plan/paid according to the schedule depicted in Exhibit B-1. Notwithstanding the foregoing, the total amount to be paid to SUBRECIPIENT under the terms of this Agreement shall in no case exceed the sum noted in Section 4 of the Agreement.

1.1. Claiming and Documentation. Subrecipient shall receive reimbursement for its actual expenses by submitting a Subrecipient Reimbursement Request at least quarterly. All costs reported by Subrecipient in its Subrecipient Reimbursement Request, shall be supported by appropriate accounting documentation. The documentation shall establish that COMMISSION is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement.

1.3.1 COMMISSION reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

1.2. No Supplantation. SUBRECIPIENT must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other private or federal, state, or local government source. No supplantation of program financing by SUBRECIPIENT is contemplated or allowed.

1.3. Indirect Cost Rate. SUBRECIPIENT is responsible for providing an approved Indirect Cost Rate in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, for the Agreement year, when claiming indirect and/or administrative costs under this Agreement.

1.3.1. SUBRECIPIENT must submit an Indirect Cost Rate Proposal to COMMISSION for approval within thirty (30) days following execution of this Agreement unless SUBRECIPIENT has a current negotiated rate letter with another Agency. In such case, SUBRECIPIENT must provide a copy of the negotiated rate letter within the above timeframe.

1.3.2. Indirect and/or administrative costs intended to be claimed under this Agreement will not be reimbursed without an approved Indirect Cost Rate or the provision of SUBRECIPIENT's cost allocation plan for the Agreement year.

1.4 Financial Records. SUBRECIPIENT understands and accepts its obligation to establish and maintain records of all program expenditures, for a minimum of five (5) years after the end date of this funding agreement.

1.4.1. SUBRECIPIENT shall make available for inspection and audit to representatives of COMMISSION, county, federal, and/or state governments all books, financial records, program information, and other records pertaining to the overall operation of SUBRECIPIENT and this Agreement, and shall allow said representatives to review and inspect its facilities and program operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations. SUBRECIPIENT shall maintain the accounting records in conformity with generally accepted accounting principles and as directed by COMMISSION.

1.4.2. If it should be determined during the term of this Agreement by the COMMISSION and/or Board of Commissioners that funds are not being utilized by SUBRECIPIENT in

accordance with this Agreement, an audit may be ordered of SUBRECIPIENT's books, financial records, and program records. The cost of this audit shall be deducted from the total paid to SUBRECIPIENT through this Agreement.

1.4.3. In the event that SUBRECIPIENT terminates its business activities, all records related to this Agreement shall be promptly delivered to COMMISSION by SUBRECIPIENT. SUBRECIPIENT shall be liable for any and all attorneys' fees incurred by COMMISSION in recovering records pursuant to this section.

1.5 Procurement. No procurement is authorized which is not specifically identified and approved herein. No equipment or capital projects are to be financed with this grant.

1.6. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, SUBRECIPIENT acknowledges that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by COMMISSION.

2. Transfer of Program Funds/Budget Adjustments, The Community Development Commission Executive Director or designee is authorized to approve and execute the transfer of funds between cost categories set forth in Exhibit B-1, and to approve and execute other changes to the Agreement, so long as such changes do not result in a significant change to the program design or an increase in COMMISSION'S maximum financial obligation as set forth in Section 4 of this Agreement. COMMISSION'S written approval is required prior to the transfer of any program funds between cost categories set forth in the Exhibit B-1.

3. Closeout. Final reimbursement request is due within ten (10) days of fiscal year end.

4. Repayment. SUBRECIPIENT is responsible for the repayment of all audit exceptions and disallowances taken by COMMISSION, county, state, or federal agencies related to activities conducted by SUBRECIPIENT under this Agreement.

EXHIBIT B-1 Budget

St. Vincent de Paul Los Guilicos Transitional Village

Spending Plan: Once the expenditures of the Initial Allocation show a balance of under 15%, the SCCDC will amend the Funding Agreement with an additional **\$1,960,761.13**, including Inter-Governmental Transfer (IGT) and Local Funds. SVDP should communicate the need for an Amendment to SCCDC staff when reimbursement requests show a balance of under \$45,500.00 remaining in the Initial Budget.

Initial Budget				
SVDP - Los Guilicos Transitional Village	Total Per Source	Personnel	Operating	Indirect
General Fund	\$234,534.18	\$3,082.00	\$201,176.09	\$30,276.09
State ESG 21	\$68,226.69	\$68,226.69	\$0.00	\$0.00
Totals Per Line item Category ->	\$302,760.87	\$71,308.69	\$201,176.09	\$30,276.09

Notes:

1. Final reimbursement request is due by July 10, 2023.
2. **New Requirement for the Fiscal Year 2022-2023:** As described in Exhibit B of this Funding Agreement, submission of reimbursement requests shall occur as often as monthly, and at the end of each three-month Quarterly period, three monthly reimbursement requests or one quarterly reimbursement request must have been submitted entirely by the 10th of the month after the close of the Quarter. All reimbursement requests must include a copy of a General Ledger for the period covered and a Year to Date General Ledger.
3. **Eligible Costs allowable under this Funding Agreement –**
4. Emergency Shelter funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:
 - a. **Case management**
 - i. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:
 1. Using the centralized or coordinated assessment system as required under 24 CFR 576.400(d);
 2. Conducting the initial evaluation, including verifying and documenting eligibility;

3. Counseling;

- a. Developing, securing, and coordinating services;
- b. Obtaining Federal, State, and local benefits;
- c. Monitoring and evaluating program participant progress;
- d. Providing information and referrals to other providers;
- e. Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and
- f. Developing an individualized housing and service plan, including planning a path to permanent housing stability.

4. **Child care**

- a. The costs of child care for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible.
 - i. The children must be under the age of 13, unless they are disabled.
 - ii. Disabled children must be under the age of 18.
 - iii. **The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.**

5. **Education services**

- a. When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible, including:
 - i. Instruction or training in consumer education,
 - ii. Health education,
 - iii. Substance abuse prevention,
 - iv. Literacy, English as a Second Language, and General Educational Development (GED).
 - v. Screening, assessment and testing;
 - vi. Individual or group instruction;
 - vii. Tutoring;
 - viii. Provision of books, supplies and instructional material;
 - ix. Counseling; and
 - x. Referral to community resources.

6. **Employment assistance and job training**

- a. The costs of employment assistance and job training programs including
 - i. classroom, online, and/or computer instruction;
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- ii. on-the-job instruction; and
- iii. services that assist individuals in securing employment,
 - 1. acquiring learning skills and/or increasing earning potential.
 - 2. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost.
 - 3. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
 - 4. Services that assist individuals in securing employment consist of;
 - a. employment screening, assessment, or testing;
 - b. structured job skills and job-seeking skills;
 - c. special training and tutoring, including literacy training and prevocational training;
 - d. books and instructional material; counseling or job coaching; and
 - e. referral to community resources.

7. Outpatient health services

- a. Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals.
 - b. **Funds may be used only for these services to the extent that other appropriate health services are unavailable within the community.**
 - c. Eligible treatment consists of:
 - i. assessing a program participant's health problems and developing a treatment plan;
 - ii. assisting program participants to understand their health needs;
 - iii. providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services;
 - iv. providing medication and follow-up services;
 - v. providing preventive and non-cosmetic dental care.
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8. Legal services

- a. Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the state in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing.
- b. **Funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community.**
- c. Eligible subject matters are:
 - i. Child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.
 - ii. Component services or activities may include: client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.
- d. **Eligible Costs include:**
 - i. Fees based on the actual service performed (*i.e.*, fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees.
 - ii. Filing fees and other necessary court costs are also eligible.
- e. **Ineligible Costs include:**
 - i. Legal services for immigration and citizenship matters, issues relating to mortgages, and retainer fee arrangements and contingency fee arrangements.
 - ii. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.

9. Life skills training

- a. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs.
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- i. These services must be necessary to assist the program participant to function independently in the community.

Component life skills training are:

- 1. Budgeting resources,
- 2. Managing money,
- 3. Managing a household,
- 4. Resolving conflict,
- 5. Shopping for food and needed items,
- 6. Improving nutrition,
- 7. Using public transportation,
- 8. Parenting.

10. **Mental health services;**

- a. Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions.
- b. **Funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.**
- c. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.
- d. Problem areas may include family and marital relationships, parent-child problems, or symptom management.
- e. Eligible treatment consists of;
 - i. Crisis interventions;
 - ii. Individual, family, or group therapy sessions;
 - iii. The prescription of psychotropic medications or explanations about the use and management of medications;
 - iv. Combinations of therapeutic approaches to address multiple problems.

11. **Substance abuse treatment services;**

- a. Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.
 - b. **Funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.**
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- c. Eligible treatment consists of:
 - i. Client intake and assessment,
 - ii. Outpatient treatment for up to 30 days
 - iii. Group and individual counseling and drug testing are eligible costs
- d. **Ineligible costs include:**
 - i. Inpatient detoxification and other inpatient drug or alcohol treatment

12. Transportation

- a. Eligible costs consist of;
 - i. transportation costs of a program participant's travel to and from;
 - 1. medical care,
 - 2. employment,
 - 3. child care,
 - 4. or other eligible essential services facilities.
 - ii. These costs include the following:
 - 1. The cost of a program participant's travel on public transportation;
 - 2. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
 - 3. The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle;
 - 4. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

13. Services for special populations

- a. Funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible.
 - i. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with
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a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

14. Shelter operations

a. Eligible costs are:

- i. the costs of maintenance (including minor or routine repairs),
- ii. rent,
- iii. security,
- iv. fuel,
- v. equipment,
- vi. insurance,
- vii. utilities,
- viii. food,
- ix. furnishings,
- x. supplies necessary for the operation of the emergency shelter.
- xi. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

b. Ineligible operating or maintenance costs include:

- i. Staff salaries (including fringe benefits) paid under the operating costs category are limited to 10 percent of the grant.
 - 1. Maintenance and security salary costs are not subject to the 10 percent standard.
 - ii. Recruitment or on-going training of staff
 - iii. Depreciation
 - iv. Costs associated with the organization rather than the supportive housing project advertisements, pamphlets about organization, surveys, etc
 - v. Staff training, entertainment, conferences, or retreats
 - vi. Public relations or fund raising
 - vii. Bad debts/late fees
 - viii. Mortgage payments
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EXHIBIT C
Environmental Review

EXHIBIT D

Homeless Management Information System (HMIS)

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

- A. HMIS "Good Standing": Good Standing is defined as timely data entry, complete and accurate data reflective of the Participant status at Intake, Update and Exit and as defined by the prevailing HMIS Data Standards.
1. Timely data entry:
 - a. 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 by the data collection (i.e., Participant Intake, Entry and Exit from Program, and required annual updates if Participant is participating for longer than one year in the program).
 2. Accurate and Complete Data:
 - a. All homeless Participant data for Covered Homeless Organizations (CHO's) will be entered into the EtO HMIS unless approved in writing and attached to this Agreement.
 - b. 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).
 - c. The HUD Data Quality reports (required Quarterly Reporting for each homeless program) will reflect a 95% or higher data completeness and quality result at all times.
 3. Data Collection Methodology:
 - a. SUBRECIPIENT shall adhere to the most current HMIS Data Standards and Sonoma County HMIS Lead designed program workflow(s) for each homeless program type.
- B. User Training: All Users of the HMIS will receive general HMIS User Training and Security and Ethics prior to receiving login credentials to the HMIS. Additionally, all HMIS Users shall receive updated Security and Ethics training annually. **SUBRECIPIENT shall report Users departing their HMIS role for any reason within 24 hours of their departure for removal of user from the EtO HMIS.**
- C. Required Quarterly Reporting: SUBRECIPIENT shall utilize data from the following reports as the basis for quarterly report submissions and include with their report 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 report period (cumulative)
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- b. HUD Annual Performance Report (APR) for the project shall be submitted with each Quarterly Report submission.

- D. HMIS Financial Match and Other Financial Requirement: SUBRECIPIENT agrees to pay the calculated fair share portion of the McKinney-Vento required funding match within 60 days of billing by the Commission. SUBRECIPIENT also agrees to provide the Commission with leveraging information within 30 days of request.
 - E. Homeless Count Participation: SUBRECIPIENT will take part in annual sheltered Homeless Count by maintaining accurate and up-to-date data in good standing and being responsive to the Continuum of Care and HMIS Coordinators' requests for current and accurate information prior to and after the Homeless Count. SUBRECIPIENT will take part in the annual unsheltered Homeless Count by assigning staff to assist in the Count process and by making facilities and other SUBRECIPIENT resources available to support the Count commensurate to the size of the SUBRECIPIENT's homelessness program relative to the overall HOME Sonoma County program.
 - F. Sonoma County Homeless Coordinated Entry (CE) Participation: SUBRECIPIENT shall agree to participate in the CE system by referring homeless participants directly to CE for screening and assessment, communicating with the CE subcontractor about program referral placement and/or reasons for declining participants. Determination of participant referrals will be completed within a timely manner of three business days or less.
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EXHIBIT E

State and Federal Funding Requirements

1. General Compliance:

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning federal Community Development Block Grant program (CDBG)) and/or Part 576 (the Housing and Urban Development regulations concerning federal Emergency Solutions Grant Program (ESG)), and/or Part 578 (the Housing and Urban Development regulations concerning the federal Continuum of Care (CoC) program), as relevant. The SUBRECIPIENT agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The SUBRECIPIENT 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, COMMISSION retains the right in its sole discretion and without notice to terminate or reduce the amount payable to SUBRECIPIENT under this Agreement if the Federal government does not fund in the amount projected at the time this Agreement is executed. SUBRECIPIENT agrees that the maximum amount payable under this Agreement by COMMISSION shall not exceed the amount funded by the federal government.

2. Program Income

"Program income" means amounts received by SUBRECIPIENT generated from the use of federal funds as defined at 24 CFR 570.500. Program income includes, but is not limited to, the following: 1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds; 2) proceeds from the disposition of equipment purchased with federal funds; 3) gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with federal funds, less costs incidental to generation of the income; 4) gross income from the use or rental of real property, owned by SUBRECIPIENT, that was constructed or improved with federal funds, less costs incidental to generation of the income; 5) payments of principal and interest on loans made using federal funds; 6) proceeds from the sale of loans made with federal funds; 7) proceeds from the sale of obligations secured by loans made with federal funds; 8) interest earned on program income pending its disposition; and 9) 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 Community Development Block Grant Program (CDBG, 24 CFR 570.503), any program income received by SUBRECIPIENT shall be immediately returned to

COMMISSION. This provision shall survive the termination or expiration of this Agreement.

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 SUBRECIPIENT; eligible ESG costs paid by program income shall count toward meeting the COMMISSION'S matching requirements. Financial records of receipt and use of program income must be retained per the records retention policies in section 21.3 of this Agreement, Records.

Under the Continuum of Care Program (CoC, 24 CFR 578.97), program income is the income received by the SUBRECIPIENT directly generated by a grant-supported activity. Program income earned during the grant term shall be retained by the SUBRECIPIENT, 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 Emergency Aid Program (HEAP), California Emergency Solutions and Housing (CESH), and Homeless Housing Assistance Program (HHAP) program income may be generated by activities carried out with HEAP funds made available under this Agreement. The SUBRECIPIENT 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 COMMISSION at the completion of the Agreement.

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

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

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

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

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

Per § 576.400 (e), as the administrative agency for the Urban County and Administrative Entity for the State ESG Program, COMMISSION has developed written standards for providing Emergency Solutions Grant (ESG) assistance, attached as Exhibit G, and will consistently apply those standards for all program participants. SUBRECIPIENT shall comply with all written standards developed by HOME Sonoma County and adopted by the HOME Sonoma County Leadership Council, acting as the Continuum of Care Board.

Per § 576.400 (f), data on all persons served and all activities assisted under ESG and State ESG are entered into the applicable community-wide 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.

Per § 576.405 (c), SUBRECIPIENT 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.

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

Per § 578.23 (c)(9), SUBRECIPIENT 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), SUBRECIPIENT 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), SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the SUBRECIPIENT, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement is waived if the SUBRECIPIENT 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 SUBRECIPIENT must, to the maximum extent practicable, involve homeless individuals and families through employment; volunteer services; or otherwise in constructing, rehabilitating, maintaining, and operating the project, and in providing supportive services for the project.

5. Executive Order 11246 -- Employment and Contracting Opportunities

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

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

The SUBRECIPIENT 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 SUBRECIPIENT or subcontractor during any period of debarment, suspension, or placement in ineligible status (24 CFR Part 24).

7. Compliance with 2 CFR Part 200

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

8. Lobbying Restrictions

SUBRECIPIENT 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 SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Agreement.

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

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

9. Environmental Standards

The SUBRECIPIENT 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.

10. Fair Housing and Equal Opportunity Certifications

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

a) Civil Rights Act of 1964 (Title VI)

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 SUBRECIPIENT. This assurance shall obligate SUBRECIPIENT, 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.

b) Fair Housing Act of 1968

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

c) Executive Order 11063 -- Equal Opportunity in Housing

Executive Order 11063, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR Part 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental or other disposition of residential property and

related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided with Federal financial assistance.

d) Section 109 of the Housing and Community Development Act of 1974

Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the Rehabilitation Act of 1973 (29 USC 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

e) Executive Order 13166 – Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4 Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and/or persons eligible for housing assistance and support services.

The SUBRECIPIENT must analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

1. the number or proportion of LEP persons eligible to be served or likely to be applying for program services;
2. the frequency with which LEP persons utilize these programs and services;
3. the nature and importance of the program, activity, or service provided; and
4. the benefits from providing LEP services, and the resources available and costs to the CDC for those services.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the SUBRECIPIENT. SUBRECIPIENT shall develop and implement a LEP policy consistent with the above guidelines and provide the COMMISSION with copies of its LEP Policy.

f) Section 504 of the Rehabilitation Act of 1973 and Title III of the Americans with Disabilities Act

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. Per Exhibit H of this Funding Agreement, SUBRECIPIENT is required to submit a Reasonable Accommodation policy approved by the organization's Board of Directors. The final Board-approved policies must be submitted to COMMISSION by October 31, 2019. SUBRECIPIENT agrees to document and report on reasonable accommodation requests in each Quarterly Reporting.

g) Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving Federal financial assistance.

h) 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, see <https://files.hudexchange.info/resources/documents/Equal-Access-Final-Rule-2016.pdf>.

i) Executive Orders 11625, 12432, 12138 - Minority and Women-Owned Business Opportunities

These Executive Orders 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

a) Audit Requirements

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

Specifically, SUBRECIPIENT shall obtain an annual program-specific or single audit, as required. SUBRECIPIENT shall provide a copy of such audit together with any management letters and supplementary or related audit letters or reports to COMMISSION within 9 months after the end of the SUBRECIPIENT's fiscal year. The audit shall include a supplementary schedule showing all revenues and expenditures of CDBG funds and other federal funds for the fiscal year.

b) Records

SUBRECIPIENT agrees to make available for inspection and audit to representatives of COMMISSION, 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 SUBRECIPIENT, and this Agreement and to maintain said records for a minimum of five (5) years from the date of COMMISSION's submission of the annual performance and evaluation report in which the funded activity is reported on for the final time. SUBRECIPIENT 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 COMMISSION should determine that SUBRECIPIENT is not using funds in accordance with this Agreement, or that the COMMISSION does not have sufficient information to determine whether or not the SUBRECIPIENT is using funds in accordance with this Agreement, COMMISSION may order an audit of SUBRECIPIENT's books and financial program records. The cost of this audit shall be deducted from the total paid to SUBRECIPIENT under this Agreement. SUBRECIPIENT agrees that in the event that the program established herewith is subjected to audit exceptions by COMMISSION agencies, it shall be responsible for complying with all exceptions and will pay COMMISSION the full amount of COMMISSION'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.

c) Conflict of Interest

1. Interest of Members of a City or County: No members of the governing body of a city or County and no other officer, employee, or agent of the municipality or County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the SUBRECIPIENT shall take appropriate steps to assure compliance.

2. Interest of Other Local Public Officials: No members of the governing body of the locality and no other public official of such locality, who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have

any personal financial interest, direct or indirect, in this Agreement; and the SUBRECIPIENT shall take appropriate steps to assure compliance.

3. Interest of SUBRECIPIENT and Employees: SUBRECIPIENT understands that COMMISSION is a recipient of federal funds and that by virtue of this Agreement, SUBRECIPIENT is a subrecipient of those funds. As such, SUBRECIPIENT further understands that certain Federal laws relating to conflict of interest apply to SUBRECIPIENT, its officers, agents, employees, and constituents; expressly, those laws are contained in 2 CFR Section 200.318.

d) Reversion of Assets

Upon expiration of this Agreement, SUBRECIPIENT shall transfer to COMMISSION any federal funds on hand at the time of expiration and any accounts receivable attributable to the use of federal funds.

e) Political Activity Prohibited

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

f) Religious Activity Prohibited

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

g) Publication Rights and Copyrights

If this Agreement results in any copyrightable material or inventions, the COMMISSION 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.

Exhibit F

Insurance Requirements for Homeless Service Programs

Section I – Insurance to be maintained by SUBRECIPIENT

SUBRECIPIENT shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for Fiscal Year 2022-2023 after all funds have been disbursed.

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

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

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

officers, agents and employees, 1440 Guerneville Rd, Santa Rosa, CA 95403 shall be endorsed as additional insureds for liability arising out of SUBRECIPIENT's ongoing operations. (ISO endorsement CG 20 26 or equivalent).

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

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if SUBRECIPIENT owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. **Required Evidence of Insurance:** Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance *(Only required of recipients whose normal operations include professional services.)*

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. **Required Evidence of Insurance:** Certificate of Insurance.

5. Standards for Insurance Companies

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: **SVDP Los Guilicos Transitional Village.**
 - b. SUBRECIPIENT shall submit required Evidence of Insurance prior to the execution of this Agreement. SUBRECIPIENT agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
 - c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **Sonoma County Community Development Commission 1440 Guerneville Rd, Santa Rosa,**
-

CA 95403.

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

7. Policy Obligations

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

Section II – Insurance to be Maintained by SUBRECIPIENT's contractors and/or consultants --

1. General Liability Insurance

- a.** Proof of Commercial General Liability Insurance shall be provided on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
 - b.** Subcontractor shall name contractor / subrecipient and the County of Sonoma as an additional insured to the policy coverage required above. Proof of additional insured coverage must be provided by a Certificate of Insurance before the commencement of work.
-

EXHIBIT G
ESG Regulations and CoC Program Standards

SONOMA COUNTY CONTINUUM OF CARE
EMERGENCY SHELTER STANDARDS OF CARE

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Rationale:

The CoC Program Interim Rule requires CoCs to establish and follow written standards for providing CoC assistance in consultation with recipients of the Emergency Solutions Grants (ESG) program (24 CFR 578.7(9)). The ESG Program Interim Rule requires the ESG recipient to establish and consistently follow written standards for providing assistance with ESG funds (24 CFR 576.400 (e)). At a minimum, these written standards must include:

- Policies and procedures for evaluating individuals' and families' eligibility for assistance in the CoC and ESG Program;
- Policies and procedures for determining and prioritizing which eligible individuals and families will receive assistance for Street Outreach, Emergency Shelter, Homelessness Prevention (HP), Permanent Supportive Housing (PSH), Transitional Housing (TH), and Rapid Re- Housing (RRH);
- Standards for determining what percentage of rent a program participant must contribute while enrolled in a RRH or HP project.

The County of Sonoma Continuum of Care has adopted the following Standards of Care for Emergency Shelters. Emergency shelters are safety net facilities for people experiencing housing crisis. They provide an entry point into stabilization services leading as quickly as possible to permanent housing. Because participants are in crisis, entry requirements and documentation are minimal and regardless of ability to pay. Programs involve congregate living; therefore, basic community rules ensure a safe and healthy environment in which participants can progress in resolving their housing crisis.

Program Standards serve as a common policy framework and the minimum standards for Sonoma County's Emergency Shelters. All projects funded under the CoC program, Emergency Solutions Grant (ESG) Program, shall apply the following standards consistently for the benefit of all program participants. The CoC strongly encourages projects that do not receive the above-mentioned funds to accept and utilize these standards. These policies have been developed through a working consensus process. While the Emergency Shelter Program standards are not policies and procedures, they may be used as an outline for local agency policies, procedures, and adopted policies should be incorporated into local manuals.

GUIDING PRINCIPLES/PROGRAM ELEMENTS

HOUSING FIRST

On September 29, 2016, Governor Jerry Brown signed Senate Bill 1380, making California a Housing First state. This requirement applies to any program providing housing or housing-based services to people experiencing homelessness or at risk of experiencing homelessness, whether the program was designed to address homeless or not.

The Housing First model is an approach to serving people experiencing homelessness that recognizes a homeless person must first be able to access a decent, safe place to live, that does not limit length of stay (permanent housing), before stabilizing, improving health, reducing harmful behaviors, or increasing income.

Under the Housing First approach, anyone experiencing homelessness should be connected to a permanent home as quickly as possible, and programs should remove barriers to accessing the housing, like requirements for sobriety or absence of criminal history. It is based on the “hierarchy of need:” people must access basic necessities—like a safe place to live and food to eat—before being able to achieve quality of life or pursue personal goals.

PROGRAM ELEMENTS

STABILIZATION AND BASIC ORIENTATION TO PROGRAM:

Shelters should ensure personal contact is made to acclimate new participants to the facility and help them establish a sense of safety. A one-to-one meeting should take place within the first week to build rapport and offer support in resolving housing crises.

HOUSING FOCUSED:

Emergency shelter programs should direct their services to resolving the individual’s housing crisis.

Participants should be referred to Coordinated Entry within 5 days of entering a shelter program.

When able, shelter providers will enroll client into Coordinated Entry.

Shelters will offer non-mandatory case management services to clients. Case management is always voluntary and not a requirement of the shelter. A Housing First model case management should create a dialog focused on addressing barriers to housing. Individual activities should be compiled in an Individual Action Plan or equivalent, with review with the case manager. Seasonal shelters generally do not provide case management services due

to their operating hours. If able, seasonal shelters will refer clients to CES or other community services.

SERVICES:

With the understanding that each participant's needs are individual, as a system of care the CoC seeks to make the following services available to all shelter participants. These services may be provided by the shelter or the shelter may refer clients to these services if/when they are available. These services are not mandated parts of the shelter program and the acceptance of these services or referrals is up to the client.

- i. Health Assessment, establishment of primary care home and health coverage, and access to behavioral health treatment as needed.
- ii. Financial education, Money Management & Savings Programs, including tenancy education and credit clean-up.
- iii. SSI/SSDI Outreach, Access, and Recovery (SOAR) benefits assistance; a program designed to increase access to Social Security Administration (SSA) disability benefits for eligible individuals who are experiencing or at risk of homelessness and have a mental illness, medical impairment, and/or a co-occurring substance use disorder.
- iv. Legal services: record expungement, addressing pending charges, and legal services for those fleeing domestic violence.
- v. Other Mainstream resources: i.e. MediCal, Temporary Assistance for Needy Families, Cal Fresh, substance abuse services.

TRAUMA INFORMED CARE

Sonoma County shelters seek to provide a trauma-informed system of care. All shelters should work to bring *Seeking Safety* evidence-based practice into their programs. Trauma-informed services should include case management; onsite integrated health resources; ACEs-based programs; living skills programs focused on communication skills, grief/loss, and well-being.

Shelter operations:

ELIGIBILITY

TARGET GROUPS: This document establishes minimum standards for shelters serving single adults, families with children, Transitional Aged Youth, and other specialized populations. *Individual shelters may establish standards for more specialized practice.*

All shelters receiving ESG or CoC funds must serve only clients who meet federal definitions of homelessness (and in limited cases, those “at-risk” of homelessness). Homeless status is verified at intake for all incoming shelter residents.

https://files.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf

- a. **Documentation:** Please see the chart on page 16-17 for acceptable forms of documentation. Shelters should make every effort to meet federal standards of documentation. The preference is for 3rd party documentation. 2nd party documentation (observation by a homeless services provider) is acceptable if 3rd party documentation is not available. At a minimum, client self- certification will be accepted. Lack of 3rd party documentation must not prevent an individual or family from being immediately admitted to emergency shelter. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of 3rd party documentation and intake worker observations.
- b. **Income Levels:** *There is no fee for using emergency shelter services.* However, all shelter participants will be required to certify their income level.

ADMISSIONS

POLICIES AND PROCEDURES:

Shelters are required to create policies and procedures for accepting individuals into their shelter programs for those clients not covered in the Unified Shelter Intake Policy below.

SHELTER INTAKE

Shelters must provide access to all individuals who wish to access shelter and they must provide accommodations to those who may not otherwise be able to access shelter. See the Reasonable Accommodation policy. Providers must actively seek to engage and offer shelter services to those who normally are unable to access shelter services.

Shelter providers will conduct intakes for 75% of their beds on a first come-first served basis. If beds are not available, the shelter will develop a waitlist and contact the client when their name has been reached.

Shelter providers will maintain a minimum of 25% of their beds for vulnerable individuals who may be referred from outreach teams and emergency service providers including community mental health response teams. Additionally, individuals who are at the top of the by names list who are waiting on imminent placement into a permanent supportive housing project may be referred by CES to this 25% set aside. Shelters will keep a mixture of top and

bottom beds available for this set aside. These beds are to be filled on a first come, first served basis.

When an individual expresses interest in shelter, outreach workers or other service providers, will determine which shelter best meets an individual's needs based that client's needs and preferences. When a shelter option is determined, the shelter will be contacted to check the availability of their set aside beds by calling a designated phone number for the shelter. If a bed is available, the outreach worker will assist the individual in getting to the shelter. If no immediate shelter placements are available, the outreach worker will offer assistance connecting the client to the agency's first come, first serve waitlist and provide the client with information on other options for emergency shelter/services referrals.

Individuals accepted into these set aside beds will be expected to arrive at the shelter during the agencies intake hours of operation as directed by the shelter. If an individual is unable to arrive during the agency's hours of operation, the outreach/emergency services worker will make another inquiry the following day.

Shelter providers will develop affirmative marketing strategies for bringing individuals into the shelter who would not normally choose to be served in a shelter. Shelter providers must have policies and procedures in place to make accommodations to the shelter environment to allow those individuals to access the shelter's services.

REQUIRED INTAKE DOCUMENTS:

The following documents may be required of individuals who are seeking access to emergency shelters however, documents should not constitute a barrier to accessing emergency shelter services. If the participant is unable to produce any of the following documents, the shelter may make a local decision about the necessity of pursuing them.

- a. Personal identification: at least one photo ID is preferred, see attached list for options, page 17-18.
 - b. Documentation of Homelessness or At-Risk status per federal guidelines.
 - c. Income self-declaration
 - d. HMIS intake forms
 - e. Signed acknowledgment of receiving program rules or requirements.
 - f. Signed acknowledgement of receiving any other participant rights and responsibility
-

- g. Signed acknowledgement of receiving an agency grievance procedure. All clients will be provided a copy of the procedure.

FAMILY SHELTERS

For purposes of admission into a shelter that serves households with children only a family is defined as;

- A head of household with minor child(ren); and
- Any household made up of two or more adults, regardless of sexual orientation, marital status, or gender identity, presenting with minor child(ren)

EXCLUSIONS:

HOUSEHOLDS WITH CHILDREN:

No one under the age of 18 should be allowed to reside in a single-adult shelter. If a household with minors presents for service at a single-adult shelter, shelter staff with refer the family to more appropriate services.

UNACCOMPANIED MINORS:

Unaccompanied minors may only be served with agreement of the legal guardian or appropriate authorities. Basic Center Programs (BCP) projects serving youth who run away from a foster care, child welfare must create a MOU between their programs and child welfare agencies that clarifies roles, responsibilities, and define the provision of services at the time youth enter the shelter. This MOU should also clarify what financial obligations are associated with the provision of services. This requirement is in accordance with ACT Information Memorandum ACYF-CB/FYSB-IM-14-1 issued on November 4, 2014 available at https://www.rhyttac.net/index.php?option=com_content&view=article&id=160:foster-care-youth-in-rhy-programs---information-memorandum&catid=26:rhy-news&Itemid=211 BCPs should contact the parents, legal guardians, or other relatives of each youth as soon as feasible, but no later than 71 hours of the youth entering the program

MENTAL HEALTH CRISIS:

If the participant is unstable but not actively violent, they should be immediately referred to Crisis Stabilization Unit (707-576-8181) If safety of self or others is at stake (suicidal, imminent danger to oneself or others), an immediate call should be made to 911.

Last updated 12/7/2021

READMISSION:

People who have been suspended or otherwise exited for egregious behavior may require the approval of the program manager to be readmitted. Agencies will develop their own policies and procedures for determining readmission for individuals who were exited for egregious or dangerous behavior. These policies and procedures will provide individuals an opportunity to appeal these decisions.

It is recognized that each shelter is different. Each situation, the environment it occurs in and antecedent conditions can have an impact on the perceived severity of an action.

Shelters are to consider the following definitions when considering granting re-admission to a person that has previously been suspended from services. Egregious behavior is defined as abuse, abandonment, neglect, or any other conduct that is deplorable, flagrant, or outrageous by a normal standard of conduct. Dangerous behavior is defined as the creation of an imminent and unreasonable risk of injury or harm to either persons or property of another or the actor.

SEX OFFENDERS:

Shelter providers will establish policies regarding the admission of sex offenders into their respective shelters considering all funding and local restrictions that may be in place.

MEDICALLY VULNERABLE CLIENTS:

Shelters always seek to screen participants in to their shelter programs. Shelters will make every attempt to serve all who are seeking service however, when a participant's level of care exceeds what can be offered by program staff, or a participant is not able to meet their activities of daily living (ADLs), the client may not be able to access shelter. Agencies will develop their own policies and procedures on how to accommodate medically vulnerable clients or otherwise refer to more appropriate services to help resolve their homelessness.

COORDINATION WITH OTHER PROVIDERS

COORDINATED ENTRY SYSTEM (CES)

Emergency Shelters are considered emergency services and as such must provide access to their shelters and Coordinated Entry without any barriers. This means that all permanent shelters in Sonoma County must operate as Coordinated Entry access points or must provide access to the CES system. Access is defined as providing a pathway to the Coordinated Entry System through direct enrollment and placement or through referral to another CES access point. Individuals who access shelters, must be able to enroll eligible participants directly and into HMIS and the shelter project within 5 business days or make a

referral to an access point within the same period of time. If an individual seeking shelter placement should be served by another shelter (e.g. if a youth is attempting to access a family shelter), the access point must immediately refer the individual to a more appropriate shelter. In addition, shelters which operate as CES access points, must also provide a safety assessment to clients who may be fleeing domestic violence, sexual assault, stalking etc. This assessment is not intended to be comprehensive rather to determine if the person is experiencing a domestic violence, stalking, human trafficking situation and to refer that individual, if applicable, to a provider or service that may better serve them. To the extent possible, a shelter representative should attempt to attend the monthly CES case conferences.

STREET OUTREACH

Outreach workers will refer unsheltered persons to into Coordinated Entry as quickly as possible, conducting the VI-SPDAT screening as possible and assisting them to access Coordinated Entry. If clients are interested in emergency shelter, outreach workers will refer clients to shelters and explain shelters' intake process

RAPID RE-HOUSING (RRH) PROVIDERS

Emergency Shelter providers will connect clients with CES so that they can access RRH programs.

PERMANENT SUPPORTIVE HOUSING PROVIDERS:

Shelter providers will work with Coordinated Entry and PSH providers to locate clients and to assist in documentation of chronic homelessness. Additionally, PSH providers will coordinate shelter placement if a person loses PSH assistance. However, prior to exiting a client from a PSH program, providers should coordinate with CES to see if they can facilitate a transfer to another PSH program that would better serve the client.

PARTICIPANT'S RIGHTS AND RESPONSIBILITIES

Shelter operators will develop their own participant rights and responsibilities and provide them to shelter participants upon entry. Additionally, these rights and responsibilities will be posted in common areas of the shelter. These rights will all contain the following:

- The right to be treated with dignity and respect
 - The right to privacy within the constraints of a shelter environment.
 - The right to reasonable accommodations
 - The right to self-determination in participation in case management and services including the right to decline to participate in supportive services.
-

- The right to confidentiality and to be informed how that information will be used.
- The right to reside in a safe environment that is free from physical and emotional abuse.

The Client responsibilities will be developed by shelter operators but will contain the following:

- Participants are expected to maintain the confidentiality of other shelter participants.
- Participants are expected to follow the guidelines outlined by shelter operators.
- Participants are expected to respect others' right to quiet enjoyment of the premises (to the extent that this is possible in a communal environment), safety, and to help maintain a clean and safe environment.
- Participants are expected to respect the property rights of others.

EXITS FROM SHELTER

TIME LIMITS:

Shelters provide a safe temporary housing for individuals experiencing homelessness for up to 180 days within 1 shelter stay. Shelter operators will track the number of days a participant has accessed the shelter to ensure participants are not exceeding 180 days in one stay.

Extensions beyond 180 days are possible under limited circumstances. Shelters will develop their own policies and procedures for considering extensions.

EMERGENCY EXITS:

Peaceful enjoyment of the premises: Shelter environments are communal living environments that often strain the ability to maintain a peaceful or quiet environment. To the extent that is possible in a communal shelter, participants will respect others right to the peaceful enjoyment of the premises. Violations of quiet enjoyment of the premises include derogatory language, loud outbursts, use of personal electronic devices to a level that disturbs others and any other action that disrupts others' quiet enjoyment of the premises. These may be treated with verbal or written warnings and support for behavioral change initially but can result in exit from the shelter.

Violations of safety: Shelter participants are expected to maintain a safe physical environment. This includes refraining from bringing dangerous objects/drugs into the shelter environment as well as keeping and using personal belongings or shelter property in a safe manner. Shelter providers can develop policies and procedures for the safe storage of items that may be considered dangerous and are not otherwise permitted in a shelter environment. Violations of safety also includes a failure to maintain a safe environment

through neglect of personal health and hygiene, proper use or storage of personal medications or hoarding of belongings to the point that it substantially impacts the safety of other participants and staff. If a participant is unable to maintain the safety of themselves or others, either through dangerous activities or through neglect, participants may be exited from the shelter and a suspension of further services may be imposed depending on the severity of the safety violation. Providers will work with the client to identify any safety related concerns and attempt to resolve the issue, when possible, prior to any decisions pertaining to exit of the participant.

Violence: Verbal and physical violence, including threats of violence, is considered to be an egregious violation of safety. If a participant is engaged in threats or acts of violence, they can be subject to exit and a further suspension of services may be imposed. However, shelter staff are expected to consider any antecedent conditions that may have caused the threats or acts of violence and keep these in mind when imposing a suspension of services.

If an exit is required to ensure safety, the client will be informed of the reason and duration of the exit. Additionally, every effort will be made to connect the participant with more appropriate resources, and to identify a way to ensure the participant's safe transport to alternate services (e.g., detox). Whenever possible, shelter staff will elevate the case to a higher level of care, including case conferences with the Coordinated Entry.

INELIGIBLE CLIENTS:

Clients must meet the eligibility requirements to receive assistance. Clients must meet categories 1,2,3 & 4 of HUD's homeless definitions. Additionally, clients must be able to meet their own activities of daily living. Homeless definitions can be found here:

https://files.hudexchange.info/resources/documents/HomelessDefinition_Recordkeeping_RequirementsandCriteria.pdf

MEDICATION STORAGE

Shelter providers will establish policies regarding the storage of participants' medication. The policy will address the storage and refrigeration of medication. Shelters will provide locked storage of medications for clients. The shelter provider will not administer or dispense medication. Shelter participants are expected to manage their medications without any assistance from staff. If a participant abuses their medication to the point of endangering themselves or others, they may be exited from the shelter.

GRIEVANCE PROCEDURE

Shelter operators will develop their own policies and procedures for participant grievances. Grievances include: appeals of decisions that impact shelter participants (exits, extensions etc.) and grievances of shelter policies or perceived unfair/unequitable treatment by agency

staff. Participants should inform clients about their grievance policy upon intake or orientation. Copies of the grievance policy should be posted in the shelter and staff will make grievance forms available to clients upon request. Clients should be informed of how their grievance will be handled and will be given a timeframe for completion of each step of the process.

REASONABLE ACCOMMODATIONS

The Sonoma County Continuum of Care is committed to providing equal opportunity and reasonable accommodations to participants with disabilities to allow them to better access shelter services. Shelter operators must develop their own reasonable accommodation policies and this policy will be clearly communicated to shelter participants upon entry.

A reasonable accommodation is a change, exception or adjustment to a program, service, building or dwelling unit that will allow a qualified person with a disability to

- Participate fully in a program;
- Take advantage of a service;
- Live in a dwelling

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. When a client requires an accessible feature(s), policy modification, or other reasonable accommodation, the program must provide the requested accommodation unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden. A fundamental alteration is a modification that is so significant that it alters the essential nature of the program. In such a case, if possible, the program will offer an alternative solution that would not result in fundamental alteration of the program or a financial or administrative burden.

SERVICE ANIMALS

Shelter providers will develop policies and procedures regarding access for individuals with service animals. Shelter providers must admit participants and their service animals regardless of documentation. Shelter providers must not ask what disability necessitates the service animal.

CLIENT FEEDBACK

Shelter providers must develop policies for soliciting and receiving feedback from shelter participants. Feedback can be elicited through exit interviews, surveys, focus groups etc. Shelters will utilize this feedback to assess program performance and inform shelter policies.

LIMITS TO SERVICE (TIME LIMITS) AND EXTENSIONS

Emergency shelter stays are limited to 180 days in a one shelter stay unless an extension is granted by the shelter operator. Extensions are granted on a case by case basis. Shelter operators will develop their own policies and procedures for considering extensions.

There is no limit to the maximum number of times a person can access shelter services with the exception of those whose services have been suspended due to an egregious violation of the rules.

SEASONAL SHELTERS

Seasonal shelters are designed to address the public health risk of cold or wet winter weather to unsheltered people. Shelter operators will input client data into the Homeless Management Information System (HMIS), following all relevant data quality standards, and will refer all participants to appropriate City, County, State, and other local services if able. Seasonal shelters do not offer the same supportive services to individuals that may be found in other shelters. Additionally, seasonal shelters may or may not be able to offer other amenities such as storage and food service depending on their facility and funding.

EMERGENCY PREPAREDNESS/NATURAL DISASTERS

Shelter operators must develop policies and procedures for emergency situations with relation to staff and participant safety and security. These policies and procedures should include plans for the safe evacuation of a shelter participants and staff to alternative locations in the case of a natural disaster. Staff should be trained and well versed on these policies and procedures.

COMMUNICABLE DISEASES

Shelter providers will develop policies and procedures for providing services in an environment of communicable diseases, including policies and procedures for social distancing and screening. Policies will comply with any federal, state and local public health measures. These policies and procedures should be flexible and regularly updated to comply with changing conditions and public health orders.

FACILITY STANDARDS

All Shelters will comply with the ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing found in 24 CFR § 576.403- Shelter and housing standards.

<https://files.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf>

ADMINISTRATION:

RECORD RETENTION AND STORAGE

It is the common practice of Sonoma County homeless service providers to retain paper records for 7 years. The Continuum of Care's preference is that all data be entered into HMIS. HMIS meets all HIPAA, privacy and security requirements, more completely than most paper systems. Private user information can be drawn from the meta-data. Participating providers may scan documents and upload them to HMIS. Under HUD's data standards, the HMIS vendor will be responsible for regular secure storage of data retained beyond the required periods. To the extent possible, providers will move toward such electronic records, with the understanding some agencies will be required to retain paper records for monitoring by their funders

Files containing personal information shall be stored in locked and safe locations to maintain confidentiality. Shelter providers will maintain policies and procedures that detail their agency's retention times and how release information requests are processed.

ELIGIBLE ACTIVITIES

24 CFR § 576.102 states: Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

For a complete list of eligible activities please see: 24 CFR § 576.102

<https://www.law.cornell.edu/cfr/text/24/576.102>

HMIS

Shelter Providers must actively document within the HMIS and do so within accordance with the HMIS Policies and Procedures. Programs are required to document enrollments and exits in HMIS within a 5-day period for the purpose of live bed management. More information about HMIS data standards can be found at. <https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf> As a requirement from [HUD](#), some individuals may not wish to provide their personal identifiable information into the HMIS. An individual or family can refuse to participate in

HMIS, and the provider must still offer all the same services to that household. However, some information may be required by projects to determine eligibility for housing or services, or to assess needed services. Therefore, although program participants are not required to participate in HMIS, they will need to provide personal information in order to be determined eligible for particular resources.

Individuals who refuse to provide their information in the HMIS, will be given a unique code within the HMIS, and providers must explain that this may deem them ineligible for certain projects. For more information on how to enroll clients in the HMIS without identifiable information, please use the following link to access this information:

<https://sonomacounty.ca.gov/CDC/Homeless-Services/Sonoma-County-HMIS> (HMIS Forms and Guidelines: [How to Anonymously Enter a Client into HMIS](#))

REPORTING

Programs are required to be timely on any required reporting. If a program is not able to meet the deadline for a required report, the program administration will provide notice of an estimated time from for when reports can be received.

PROGRAM MONITORING

Shelter providers can expect the Sonoma County Community Development Commission to monitor their program annually to ensure adherence to these standards.

RESOURCES

Shelter providers are encouraged to use all of the resources that HUD makes available to providers to better understand program rules and regulations and to better implement programs. Below are resources that can assist providers.

- HUD Exchange: CoC and ESG Virtual Binders: <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/>
 - HUD Exchange: ESG requirements: <https://www.hudexchange.info/programs/esg/esg-requirements/>
 - CoC interim Rule: <https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/xml/CFR-2017-title24-vol3-part578.xml>
-

EXHIBITS

HOMELESSNESS DEFINITIONS

Homelessness in Sonoma County is determined by HUD definition. Please click link for a chart:

https://files.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf

ACCEPTABLE FORMS OF IDENTIFICATION

- Valid driver's license or identification card issued by DMV
 - Valid driver's license or identification card from the state or country of origin
 - Birth Certificate
 - United States Passport
 - Foreign passport
 - Verification of citizenship, alienage, or immigration status
 - Permanent Resident Card or Alien Registration Receipt Card
 - Employment Authorization Document (Card) that contains a photograph
 - Green Card
 - Work Visa
 - Certificate of Naturalization or Citizenship
 - American Indian Card
 - Voter's registration card
 - US military card
 - Military dependent's ID card
 - Social Security Card or Tax ID number
 - State Benefits Card
-

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below. Nation's Finest: Mary Haynes

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St. Vincent De Paul: Chris Grabill

Reach for Home: Jaclyn Ramirez

Committee on the Shelterless: Robin Phoenix/ Jules Pelican

West County Community Services: Danielle Danforth

Sonoma County Health Services: Joe Hegadus/ Will

Gayowski

Sonoma County Community Development Commission: Madison Murray/Karissa White/Thai
Hilton

EXHIBIT H

Reasonable Accommodations

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

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

If a submitted draft policy receives Board approval during the contract year, SUBRECIPIENT must submit the approved document to the COMMISSION via email within thirty days to the COMMISSION's designated liaison officer as noted in Section 13 of this Agreement. SUBRECIPIENT's response to the processing of reasonable accommodation requests will be a point of program monitoring throughout the life of the contract.

THE COMMISSION'S RECEIPT AND RETENTION OF SUBRECIPIENT'S POLICIES IS NOT A DETERMINATION ON OR ACCEPTANCE OF THE LEGAL SUFFICIENCY OF SUCH POLICIES. SUBRECIPIENT SHOULD CONSULT WITH ITS LEGAL COUNSEL REGARDING THE SUFFICIENCY OF SUCH POLICIES.

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

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

Client charts shall contain documentation of the date of the reasonable accommodation request, the nexus between the requested accommodation and the individual's disability, SUBRECIPIENT's response to the request, including any specific reasons for denying or approving the request, and the course of action following denial or approval. Denials of reasonable accommodation requests must contain information supporting SUBRECIPIENT'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, the SUBRECIPIENT shall inform the COMMISSION *via* email to the COMMISSION's designated liaison officer of the circumstances, reasons for denial, and subsequent actions within five business days.