

**COORDINATED ENTRY ACCESS POINTS  
PUBLIC SERVICES FUNDING GRANT AGREEMENT  
FISCAL YEAR 2018-19**

The following is an agreement, dated for convenience as of July 1, 2018, by and between the Sonoma County Community Development Commission, hereinafter called "COMMISSION," and **WEST COUNTY HEALTH CENTERS**, 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, the County of Sonoma FY 2018-19 Adopted Budget includes \$30,000 for use by SUBRECIPIENT in fiscal year 2018-18 for **Coordinated Entry Access Points**.

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, 2018 and continuing until June 30, 2019, unless extended by mutual written agreement of the parties hereto pursuant to paragraph 19 or terminated pursuant to paragraph 2.

If approved by the COMMISSION's governing body, SUBRECIPIENT agrees to provide the services described in this Agreement for a period beginning July 1, 2018 and continuing until June 30, 2020. Second and third year funding is contingent upon adequate funding available in the Public Services category, and full substantive compliance with this funding Agreement during the prior year or two years, as applicable.

2. Termination: At any time and without cause, COMMISSION shall have the right in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to SUBRECIPIENT. In such event, SUBRECIPIENT shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder.

If SUBRECIPIENT shall fail to perform any of its obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, COMMISSION may terminate this Agreement by giving SUBRECIPIENT written notice of such termination. SUBRECIPIENT shall have the right to initiate a cure for the default within

thirty (30) days of the date of the written notice of termination of the Agreement for cause, and shall complete said cure within ninety (90) days of the date of the written notice of termination. If COMMISSION terminates this Agreement for cause, SUBRECIPIENT shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, less the amount of damage, if any, sustained by COMMISSION by virtue of the breach of the Agreement by SUBRECIPIENT.

3. Scope of Services:

3.1 SUBRECIPIENT's Specified Services. SUBRECIPIENT shall, in a manner satisfactory to COMMISSION, perform the services set forth in the following checked exhibits, 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 E is attached to this Agreement.

<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 type="checkbox"/> ESG-State	<input checked="" type="checkbox"/> EXHIBIT B-Budget
<input type="checkbox"/> CDBG CFDA #14.218	<input type="checkbox"/> EXHIBIT C-Environmental
<input type="checkbox"/> Continuum of Care #14.267	<input checked="" type="checkbox"/> EXHIBIT D-HMIS
<input type="checkbox"/> Community Services Fund	<input type="checkbox"/> EXHIBIT E- Federal Funding Requirements
<input type="checkbox"/> LMIHAF	<input checked="" type="checkbox"/> EXHIBIT F-Insurance Requirements for Public Service Programs
<input type="checkbox"/> County TOT	<input type="checkbox"/> EXHIBIT G – Relevant Program Standard
<input checked="" type="checkbox"/> County R&R	<input type="checkbox"/> EXHIBIT H- Partnership Data Sharing Agreement
<input type="checkbox"/> _____	

3.2 Cooperation With COMMISSION. SUBRECIPIENT shall cooperate with COMMISSION staff in the performance of all work hereunder.

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 profession. 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.

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 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 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. In no event shall the total amount payable under this Agreement exceed **\$30,000**.

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 personal delivery or by U.S. 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:     **West County Health Centers**  
                          **14045 Mill Street**  
                          **PO BOX 1449**  
                          **Guerneville, CA 95446**

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. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, 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 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 subrecipients, Agencies, 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.

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 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 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 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 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. 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 non-profit California Corporation, agrees to submit minutes of their Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

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, 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 that are compensable under this Agreement and shall make such documents and records available to COMMISSION for inspection at any reasonable time. SUBRECIPIENT shall maintain such records for a period of five (5) years following completion of work 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 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.

21.6 Nondiscrimination. Without limiting any other provision hereunder, SUBRECIPIENT 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 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 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 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.

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.

## 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.

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.

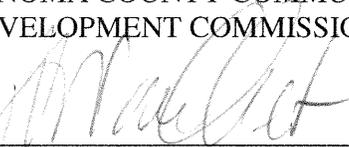
22.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement 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.

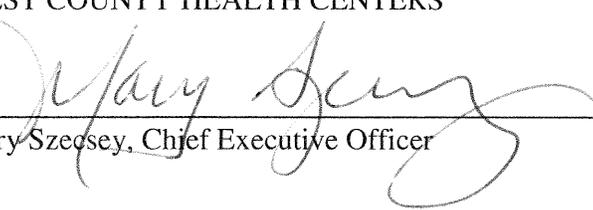
IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agents this 19<sup>th</sup> day of July, 2018.

SONOMA COUNTY COMMUNITY  
DEVELOPMENT COMMISSION

By: 

\_\_\_\_\_  
Margaret Van Vliet, Executive Director

WEST COUNTY HEALTH CENTERS

By: 

\_\_\_\_\_  
Mary Szecesey, Chief Executive Officer

**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-I 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.

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 non-profit California Corporation, agrees to submit minutes of their Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

1.1.5 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 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.

**EXHIBIT A-I  
SCOPE OF WORK**

**Organizational Name:** West County Health Centers

**Program Name:** Coordinated Entry Access Points

The Sonoma County Community Development Commission (SCCDC) has awarded **West County Health Centers (WCHC) \$30,000** to operate the **Coordinated Entry Access Points** program at **14045 Mill Street in Guerneville California**. This project will provide comprehensive Coordinated Entry Access to unsheltered persons at three locations in the Western regions of Sonoma County. Coordinated Entry services are provided to unsheltered and chronically homeless individuals and families, including many who have serious, persistent mental illness and/or substance use disorders. West County Health Centers staff will perform program enrollments which include the VI-SPDAT, HUD Entry Assessment, case notes, and uploading of the COC Release of Information. Program deliverables will measure two outcomes: the number of VI-SPDAT enrollments entered into Coordinated Entry and the number of persons diverted from services.

West County Health Centers staff will input client data into the Homeless Management Information System (HMIS), following all relevant data quality standards, and will refer all participants to Coordinated Entry and any appropriate County, State, and local services. WCHC will participate in technical assistance to develop and increase their capacity to deliver services using a Housing First approach and will use the Sonoma County Continuum of Care Coordinated Entry Policies and Procedures as the minimum operating standard for operations in the Coordinated Entry program. WCHC will provide staff to participate in meetings to refine the Sonoma County Continuum of Care Coordinated Entry Policies and Procedures.

The number of individuals and households, income, demographics, ethnicity, outcome performance, changes in staffing, and anecdotal descriptions of services provided by the CE program will be reported quarterly using the prescribed form. Reimbursement requests will be submitted at least quarterly and will include a copy of a General Ledger for the period covered and a Year to Date General Ledger.

This agreement will begin on July 1, 2018, and will expire on June 30, 2019.

**Estimated Unduplicated Numbers to be served by the project:**

200 Households

250 Adults

30 Children

**HMIS Participation**

Required       Project will be HMIS Service Only setup       Not Applicable

- Participant Demographics, Program Entry, Rental Assistance Assessments, Debt Reduction and Sono – Homeless Participant and Rental Assistance TouchPoints  
Project Title in HMIS: **NA**

If HMIS is Not Applicable, the source of data for reporting is: [Click here to enter text.](#)

Non-HMIS documentation to be submitted quarterly:

[Click here to enter text.](#)

**Verification of Homeless and Documentation Requirements per HUD Homeless Status Definition Final Rule, December 5, 2011, CFR Parts 91, 582 and 583:**

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, CFR Parts 91, 582 and 583:**

Required       Not Applicable

**Coordinated Intake Participation**

Required       Not Applicable (Participants will not meet Homelessness definitions #1 or #2)

**Participation in Continuum of Care Program Standards Development and Review**

Required       Not Applicable      **Coordinated Entry**

**Reporting Requirements:**

SUBRECIPIENT shall report quarterly on approved COMMISSION formatted template the following data:

1. Unduplicated Individuals and or Households served during the reporting period
2. Race, Ethnicity and Income levels
3. ESG CAPER data entered and meeting data standards
4. Status on the following CDC approved Outcomes

<b>Outcome Number</b>	<b>Performance Measure or Outcome Indicator</b> Select an Outcome Indicator that you will measure your success against	<b>Project Goal</b> Briefly describe how your project will work towards achieving the specified Outcome Indicator	<b>Quantitative Measure</b> Identify a numerical increase or decrease for the specified Outcome Indicator
<b>1</b>	HEARTH / 10Year Homeless Action Plan Indicators  Placement of unsheltered in safe housing	WCHC staff will enter participants into the Coordinated Entry system including VI-SPDAT, HUD Entry Assessment, case notes, and uploading of the COC Release of Information	250 Individuals
<b>2</b>	HEARTH / 10Year Homeless Action Plan Indicators  Improvement in housing stability	WCHC staff will track and report the number of individuals diverted from services.	50 Individuals

**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.

1.2. 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 Subrecipient. 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.

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 five (5) 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**

**West County Health Centers  
Coordinated Entry Access Points**

**BUDGET-**

<b>Totals</b>	
Personnel	\$24,000.00
Non-Personnel Operating	\$6,000.00
<b>TOTAL:</b>	<b>\$30,000.00</b>

Notes:

1. Final reimbursement request is due by July 10, 2019.

**EXHIBIT D**  
**Homeless Management Information System (HMIS)**

As stated more specifically in the Sonoma County Continuum of Care 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 EtO Data Validation (DVE) 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. EtO Data Validation (DVE) 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)
  - b. The 1-Sono – 0607-CDBG/CAPER (CDC Quarterly & Other Grant Reporting)

- 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. 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 Sonoma County Continuum of Care program.
- F. Sonoma County Homeless Coordinated Intake Participation: SUBRECIPIENT shall agree to participate in the CI system by referring homeless participants directly to CI for intake, communicating with the CI subSUBRECIPIENT about program referral placement and/or reasons for declining participants. Determination of participant referrals will be completed within a timely manner of ten business days or less.

**Exhibit F**  
**Insurance Requirements for Public Service Programs**

**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 2018-2019** 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 **COMMISSION**. **SUBRECIPIENT** is responsible for any deductible or self-insured retention and shall fund it upon **COMMISSION'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 Economic Development Board 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: **Coordinated Entry Access Points.**
- 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.