

**COORDINATED ENTRY/HOMELESS OUTREACH SERVICE TEAM/HOMELESS
DIVERSION PROJECTS
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 Catholic Charities of the Diocese of Santa Rosa, 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 \$660,914 for use by SUBRECIPIENT in fiscal year 2018-19 for **Coordinated Entry, Homeless Outreach Service Team, and Homeless Diversion**.

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.
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 checked="" type="checkbox"/> EXHIBIT C-Environmental
<input checked="" type="checkbox"/> Continuum of Care #14.267	<input checked="" type="checkbox"/> EXHIBIT D-HMIS
<input checked="" type="checkbox"/> Community Services Fund	<input checked="" type="checkbox"/> EXHIBIT E- Federal Funding Requirements
<input type="checkbox"/> LMHAF	<input checked="" type="checkbox"/> EXHIBIT F-Insurance Requirements for Public Service Programs
<input checked="" type="checkbox"/> County TOT	<input checked="" 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 **\$660,914**.

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: **Catholic Charities of the Diocese of Santa Rosa**
 P.O. Box 4900
 Santa Rosa, CA 95402

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 meruit 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 23rd day of October, 2018.

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

By: 

Margaret Van Vliet, Executive Director

CATHOLIC CHARITIES OF THE DIOCESE OF SANTA
ROSA

By: 

Len Marabella, 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-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.

EXHIBIT A-1 SCOPE OF WORK

Organizational Name: Catholic Charities of the Diocese of Santa Rosa

Program Name: Coordinated Entry Project

The Sonoma County Community Development Commission (SCCDC) has awarded Catholic Charities \$393,546 to operate the **Coordinated Entry Project**, located at the Family Support Center, 465 A Street, and the Homeless Service Center, 600 Morgan Street, both in Santa Rosa CA. The Coordinated Entry project is a continuation of the Coordinated Intake Pilot project serving homeless families with children, *and* an expansion to full implementation of Coordinated Entry across Sonoma County and serving all homeless populations. The project will measure two outcomes as project deliverables: (1) Number and percent of all service participants entering either temporary or permanent housing; and (2) number of days in the program prior to entering permanent housing.

Coordinated Entry is a streamlined system for accessing housing, shelter, and services to end homelessness and is required by the U.S. Department of Housing and Urban Development (HUD) for all Continuums of Care (CoC) as stated in 24 CFR 578.7 (a) (8) of the Continuum of Care Program Interim Rule. Coordinated Entry in Sonoma County follows a Housing First approach for all participating projects and prioritizes individuals and families for permanent supportive housing for those with the highest vulnerability and needs. Coordinated Entry is the primary process for assessing severity of needs and ensuring that people can receive assistance in a timely fashion. Utilization of the VI-SPDAT as the standardized assessment tool enables providers to ensure those experiencing homelessness have equal access to housing and resources.

The Sonoma County Continuum of Care's Coordinated Entry System (CES) provides a single front door with multiple access points for individuals and families experiencing homelessness. Coordinated Entry is the primary access point for referrals for permanent supportive housing and rapid re-housing as well as emergency services such as emergency shelter. CES reduces the length of time homeless and promotes individual choice of services and housing across Sonoma County.

The CoC Board shall hold final approval of all CE policies and procedures and will approve annual revisions to Policies and Procedures. The CoC Board will conduct ongoing reviews and assessments of the CE system by reviewing CE data, receiving feedback from CE Subcommittees, and exploring gaps reported by subcommittees.

- Ensure implementation of the VI-SPDAT standard screening tool by walk-in service providers to the greatest extent possible, for enrollment in Coordinated Intake.
- Utilizing the resulting scores from the screening, place the client into appropriate housing or onto the most appropriate housed service wait list, and recommend additional services that will help the client move into housing.

- Build trust and excellent communication among local homeless service providers so that service referrals can be made appropriately and in a timely manner with a high level of acceptance.
- Promote professional and technical capacity within the Coordinated Entry program staff so that homeless clients are directed to the most appropriately targeted type of housed and non-housed service.
- Ensure high data quality and data analysis to support appropriate and timely placement, as well as evaluation and fine-tuning of the program design.
- Effectively partner with access points throughout the County to provide access to the Coordinated Entry Project from anywhere in Sonoma County.
- Support and cooperate with evaluation and adjustment of the program design by homeless service providers, other key stakeholders and homeless clients.

Coordinated Entry staff will input client data into the Homeless Management Information System (HMIS), following all relevant data quality standards and specific Coordinated Entry workflows, and will refer all participants to appropriate County, State, and local services. Catholic Charities will participate in technical assistance to develop and increase their capacity to deliver services using a Housing First approach. Catholic Charities will provide staff to participate in the ongoing Sonoma County Continuum of Care Coordinated Entry Policy Development meetings and will adhere to the resulting standards as the minimum operational standards for Coordinated Entry.

The number of individuals and households, income demographics, ethnicity, outcome performance, changes in staffing, and anecdotal descriptions of services provided through the Coordinated Entry Project will be reported quarterly using the prescribed reporting 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:

392	Households with Children	1,069	Households Without Children
392	Adults	1,069	Adults
639	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: **Sono – CoC, Coordinated Intake for Individuals, Sono – CoC, Coordinated Intake for Families**

If HMIS is Not Applicable, source of data for reporting

[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 Intake

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

Outcome Number	Outcome Area	Performance Measure or Outcome Indicator Select an Outcome Indicator that you will measure your success against	Project Goal Briefly describe how your project will work towards achievement the specified Outcome Indicator	Quantitative Measure Identify a numerical increase or decrease for the specified Outcome Indicator
1	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	HEARTH / 10 Year Homeless Action Plan Indicators Placement of unsheltered in safe housing or Upstream Indicators Choose an item.	Assist homeless families to quickly resolve housing crises	40% of HH's (157 HHs with children) placed in safe housing; 21% of HHs (82 HHs with children) exited directly to permanent housing by resolving homeless crisis.
2	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	HEARTH / 10 Year Homeless Action Plan Indicators Placement of unsheltered in safe housing	Assist homeless individuals to quickly resolve housing crises	78% of HH's (883 HHs without children out of 1,069 HHs) placed in safe housing; 21% of HHs (225 HHs without children out of 1,069 HHs) exited directly to permanent housing by resolving homeless crisis.
3		HEARTH / 10 Year Homeless Action Plan Indicators Days to permanent housing exit or Upstream Indicators Choose an item.	Decrease average number of days between program entry and permanent housing placement.	Families: retain 2016-17 performance of average 54 days to permanent housing placement. Individuals: target average 65 days to permanent housing placement.

EXHIBIT A-2
SCOPE OF WORK

Organizational Name: **Catholic Charities of the Diocese of Santa Rosa**

Program Name: **Homeless Outreach Service Team**

The Sonoma County Community Development Commission (SCCDC) has awarded **Catholic Charities \$180,791** to operate the **Homeless Outreach Service Team (HOST) Project** located at **600 Morgan Street, Santa Rosa CA**. HOST provides outreach to people living in unsheltered locations throughout Sonoma County, linking them to health, mental health, and economic assistance services as well as to Coordinated Entry. Project areas are defined as anywhere unsheltered homeless persons are found, including, but not limited to, waterways, trails, and encampments. Services offered by HOST will facilitate entry into housing and improve the health and well-being of the individual.

Catholic Charities and the HOST team will conduct activities including but not limited to the following:

1) Outreach and Engagement

- a) The completion of vulnerability assessments of unsheltered homeless persons using the VI-SPDAT and entry of that data collected into the Coordinated Entry System (CES) in the Homeless Management Information System (HMIS).
- b) Assist unsheltered homeless persons to complete applications for services (such as health services and economic assistance,) and transport them to shelters, program services, and other points as needed.
- c) Perform well checks of homeless individuals to assess the person's vulnerability to dying outside, and ensure they are both prioritized for, and linked to, appropriate housing in partnership with Coordinated Intake.
- d) Assist unsheltered homeless persons who wish to relocate to safe, permanent housing in another community.
- e) As possible, provide storage for belongings of homeless individuals moved from encampments.
- f) In addition to outreach in "hot spots" within the central corridor of the County from eastern Santa Rosa to western Sebastopol/Graton, and from Healdsburg to Pennngrove/Petaluma, the HOST team will collaborate with local partners to strategically expand services to unsheltered persons in the Guerneville area, and in additional locations that may be identified in the future.
- g) HOST will document when a VI-SPDAT is completed in the Case Management Touchpoints

2) Coordinated Entry and HMIS Data Collection

- a) HOST will engage with unsheltered homeless persons living in the Project area(s), with the goal of connecting persons to services that lead to shelter, housing, and services.
 - i) Of those engaged:
 - (1) HOST will conduct baseline assessments and screen clients using a three-stage process:
 - (a) VI SPDAT Assessment is completed on an individual basis using the Coordinated Entry standardized screening tool
 - (b) HOST staff will complete the HUD Entry Assessment.
 - (c) HOST staff will complete a corresponding case note for each VI-SPDAT completed
 - (d) HOST will provide a written or verbal Notice of Rights to all applicants, participants, beneficiaries, and other interested persons.
 - (i) This notice shall inform individuals of their rights under disability nondiscrimination laws and the applicability of these laws to the CES entity's services, programs, and activities.
 - (ii) To the extent that HOST operates as an entryway into the Coordinated Entry System, staff will provide this notice to all persons engaging with HOST.
 - (2) HOST will submit both Quarterly Reports and weekly written updates during encampment clearing events in a timely manner to report on the following:
 - (a) the numbers of persons engaged (overall, unduplicated contacts)
 - (b) the number of individuals who have had VI-SPDAT assessments completed (including HUD Assessments and initial case notes)
 - (c) the percentage of individuals who completed an assessment and who moved to shelter or housing
 - (3) During encampment clearing events, at least one mandatory meeting will occur per week from the time the posting of the Notice to Vacate until the time a campsite is closed.
 - (a) HOST will participate in weekly meetings to report on the following:
 - (i) Identification of priorities (e.g. particularly vulnerable population/individual that needs to be assessed);
 - (ii) Coordination of messaging;
 - (iii) To ensure that expectations are clear and obligations are being met;
 - (iv) Address concerns regarding legal requirements;
 - (v) Assess status of efforts (how many people left to place, how many beds available).
 - (4) Data collection efforts should follow all relevant HMIS data quality standards, and Coordinated Entry Policy & Procedures and be recorded in the Case Management Touchpoint

- (a) HMIS reporting will show that Coordinated Entry / HMIS entry occurs within five days of an assessment (program entry) as stated in Exhibit D of this agreement.
- ii) Refer unsheltered homeless persons who complete baseline assessments in the Project Area(s) to Coordinated Entry within five days of data collection.
- (1) Participants entered into Coordinated Entry will also be referred to appropriate County, State, and local services.

3) Documentation of Iterative Process

- a) Case Management Touchpoint in HMIS should contain case notes on all persons who are entered into Coordinated Entry.
- i) Upon completion of VI-SPDAT, case notes should note that the individual received a written or verbal Notice of Rights under the Americans with Disabilities Act as well as:
 - (1) Case note documentation of HOST Outreach efforts will show a strategy of progressive interactions describing the iterative process of engagement of homeless individuals.
 - (2) Documentation in all cases should present a description of the efforts made to assist unsheltered homeless persons into shelter and housing, including documentation relating to any Reasonable Accommodation requests.
 - (3) Case note documentation should use the following format:
 - (a) The P.I.R.P format should be used to document the iterative process:
 - (i) Problem - A brief statement on the individual's current challenges which result in homelessness
 - (ii) Intervention - A brief statement of services offered or other interventions attempted
 - (iii) Response - A brief description of the individual's response to services offered or other interventions attempted
 - (iv) Plan - A brief description of a strategy and timeframe for follow-up.

4) Documentation of Reasonable Accommodation Requests, and Enforcement Activities

- a) HOST Field Work team staff should be trained in ADA law and requirements
- b) During outreach and engagement activities as well as during enforcement events, data collection should reflect relevant information on any individual who has made Reasonable Accommodation requests.
 - i) Entry of data related to Reasonable Accommodation requests into the Coordinated Entry System Case Management Touchpoints.
- c) Coordinated Entry Case Management Touchpoints should be updated to show follow-up on efforts made to connect individuals with services in response to Reasonable Accommodation requests.
 - i) In collaboration with Coordinated Entry staff, HOST's focus on identifying reasonable accommodations should support access to not only emergency shelter, but

any transitional housing, rapid re-housing or permanent supportive housing openings that may be appropriate for the participant.

- d) Documentation should record the following:
 - i) The individual's stated disability or need for accommodation
 - ii) The date and type of accommodation(s) requested or considered
 - iii) Whether the request was granted or denied
 - (a) Documentation of an accommodation request should be recorded in the Case Management Touchpoint to reflect the reasons for rejection or allowance.
 - (i) If an Accommodation is allowed, documentation should reflect actions taken toward fulfillment of that request.
 - (ii) In the event of a rejection of an accommodation request, documentation should reflect the reasons for denial and any subsequent actions taken.

5) Documentation of a Refusal of Services

- a) During encampment clearing events, if an individual refuses services HOST may communicate to law enforcement who can assist the individual to leave the area or may cite. (See Attachment A- Enforcement Protocol for a description of Refusal of Services and Reasonable Accommodation requests)
- i) The documentation of the refusal of services by unsheltered individuals requires the approval of the supervising Catholic Charities employee.
 - (1) Attachment A - Enforcement Protocol describes the reasons for the refusal of services or an inability to reasonably accommodate someone with a disability.

6) Reporting and Communication

- a) HOST staff and the Shelter and Housing/Assistant Director of Shelter and Housing leadership will meet with COMMISSION staff approximately monthly to discuss progress, challenges, and to report on HOST activity to ensure coordination with COMMISSION priorities
- b) Weekly reports will be provided to the COMMISSION, during encampment clearing events providing details on outreach efforts and other relevant information.
 - i) During encampment clearing events HOST will make weekly reports, in consultation with Coordinated Entry staff, to develop and implement a housing and service plan for each client, and to update waitlist prioritization. Catholic Charities will provide data to COMMISSION on HOST Outreach Activities in the following categories:
 - (a) The date of outreach efforts
 - (b) Location of outreach efforts per outreach effort
 - (c) The aggregate number of unsheltered homeless persons encountered per outreach effort
 - (d) The number of VI-SPDAT surveys completed per outreach effort
 - (e) Reasonable Accommodation Requests, and resolution or guidance with regard to those requests.

7) Environmental and Camp Clean-up Activities

- a) Conduct and coordinate abandoned camp clean-ups with Conservation Corps participants.
- b) Coordinate with existing trail and waterway clean-ups conducted by County Departments and sister agencies, such as the Sonoma County Water Agency, the Agriculture Division, and Open Space District to mitigate fire and other hazardous conditions.
- c) Expand proactive outreach efforts to creek and trail areas identified by the Sonoma County Water Agency, Regional Parks, and perhaps other agencies, to locations identified as being negatively impacted by encampments.

8) Staff Training

- a) Catholic Charities shall develop a Process and Procedure document to guide the training of staff to ensure that all outreach staff can engage in the iterative process, to conduct VI-SPDAT assessments, and to enter data into Coordinated and HMIS in a timely and accurate manner
 - i) Catholic Charities is required to ensure the adequate training of the HOST staff for team members to be able to complete the following activities:
 - (1) Conduct VI-SPDAT interviews.
 - (2) Enter VI-SPDAT data into the Coordinated Entry and HMIS systems.
 - (3) Enter case notes into Case Management Touchpoints.
 - (4) Accurately document outreach efforts.
 - (5) Engage in outreach strategies which include the iterative process.
 - (6) Recognize, respond to, and document Reasonable Accommodations requests.

Catholic Charities shall participate in technical assistance to develop and increase their capacity to deliver services using a Housing First approach. Catholic Charities shall provide staff to participate in the Sonoma County Continuum of Care Outreach Program Standards development meetings as they are begun, and shall adhere to the resulting standards as the minimum operational standards for the Homeless Outreach Service Team.

The number of individuals and households, income demographics, ethnicity, outcome performance, changes in staffing, and anecdotal descriptions of services provided at the HOST Program shall be reported quarterly using the prescribed reporting form. Reimbursement requests shall be submitted at least quarterly and shall 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.

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: Sono - CoC, SV HOST Case Management

If HMIS is Not Applicable, the source of data for reporting 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

Participation in Continuum of Care Program Standards Development and Review

☒ Required ☐ Not Applicable Coordinated Intake

Reporting Requirements:

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

5. Unduplicated Individuals and or Households served during the reporting period
6. Race, Ethnicity and Income levels
7. ESG CAPER data entered and meeting data standards
8. Status on the following CDC approved Outcomes

Outcome Number	Outcome Area	Project Goal	Quantitative Measure
		Briefly describe how your project will work towards achieving the specified Outcome Indicator	Identify a numerical increase or decrease for the specified Outcome Indicator
1	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	Place unsheltered HOST participants into safe- housing and permanent housing	30% persons served through HOST's efforts will be placed into safe housing. 20% persons served through HOST's efforts will be

Outcome Number	Outcome Area	Project Goal Briefly describe how your project will work towards achieving the specified Outcome Indicator	Quantitative Measure Identify a numerical increase or decrease for the specified Outcome Indicator
			placed into permanent housing.
2	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	Engage unsheltered homeless	80% of persons contacted through HOST's efforts will be engaged in ongoing services.
3	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	Provide access to employment	Coordinate abandoned camp clean-ups to include Conservation Corps participants.
4	Coordinated Entry / HMIS Entry Expectation	Coordinated Entry / HMIS reporting will show that CE/HMIS entry occurs within five days of program entry as stated in Exhibit D of this Agreement	95%

EXHIBIT A-3 SCOPE OF WORK

Organizational Name; Catholic Charities
Program Name; Homelessness Diversion

The Sonoma County Community Development Commission (SCCDC) has awarded **Catholic Charities** \$86,557 to operate the **Homelessness P**Diversion program, a supportive service offering located at Coordinated Entry sites county-wide, and based at **600 Morgan Street in Santa Rosa California**. The **Homelessness Diversion** program works with persons presenting

for Coordinated Entry services to identify solutions other than entering homeless services. It also provides supportive services for persons at-risk of homelessness who seek assistance, but are ineligible for, the Coordinated Entry project. The project will measure two outcomes as project deliverables: the number of participants diverted from homeless services through the Diversion effort; and the number who enter homeless services following diversion.

Services provided by the Homelessness Diversion program may include financial assistance and tailored support services to stabilize low-income families or individuals at imminent risk of homelessness. Financial support may include security deposits, rent and utility payments. Supportive services may also include advocacy with property owners, budgeting, financial literacy education, and credit building. As a result of this project, children and adults will avoid the trauma of homelessness and prevent further pressure on the local shelter system that is struggling with growing wait lists.

Homelessness Prevention/Diversion staff will input client data into a custom Diversion TouchPoint in the Homeless Management Information System (HMIS), following all relevant data quality standards, and will refer all participants to appropriate County, State, and local services. Catholic Charities will adhere to the Sonoma County Continuum of Care Coordinated Entry Program Standards as the minimum operating principles.

The number of households receiving diversion services, income, demographics, ethnicity, outcome performance, changes in staffing, and anecdotal descriptions of services provided by the Homeless Prevention program will be reported quarterly using the prescribed reporting 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:

156 Households

156 Adults

NA 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 TouchPoint: Name, Date of Birth, Social Security #, and Income Level and Demographics as possible.

Project Title in HMIS: **Sono – CoC, Coordinated Entry, Diversion TouchPoint. A**
custom report will be designed to enable Catholic Charities to report on the outcomes
below.

If HMIS is Not Applicable, the source of data for reporting [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 *For Definition #3 homeless.*

**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 Intake

Reporting Requirements:

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

9. Unduplicated Individuals and or Households served during the reporting period
10. Race, Ethnicity and Income levels
11. ESG CAPER data entered and meeting data standards
12. Status on the following CDC approved Outcomes

Outcome Number	Outcome Area	Performance Measure or Outcome Indicator Select an Outcome Indicator that you will measure your success against	Project Goal Briefly, describe how your project will work towards achievement the specified Outcome Indicator	Quantitative Measure Identify a numerical increase or decrease for the specified Outcome Indicator
1	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	HEARTH / 10 Year Homeless Action Plan Indicators Housing Stability or Upstream Indicators	Families/Individuals at imminent risk of homelessness will retain housing or avoid entering homeless services.	80 % or 125 of 156
2	Targeted Factor Select a Targeted Factor from the list below 10-Year Homeless Action Plan / Hearth Performance Measures	HEARTH / 10 Year Homeless Action Plan Indicators Returns to homelessness or Upstream Indicators Choose an item.	Diversion participants will not present for homeless services for 12 months following delivery of diversion services.	75% or 117 of 156

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

Catholic Charities of the Diocese of Santa Rosa
Coordinated Entry Project

	COC CE	CoC HMIS	CoC CE Expansion	County TOT	Total
Personnel	\$95,513		\$231,583	\$40,000	\$367,096
HMIS Quality Assurance		\$15,000			\$15,000
Administration	\$3,344		\$8,106		\$11,450
Total	\$98,857	\$15,000	\$239,689	\$40,000	\$393,546

EXHIBIT B-2
Budget

Homeless Outreach Service Team (HOST)

	County R&R	CSF	Total
Personnel – Field Work Team Staffing	\$70,000	\$50,791	\$120,791
Transportation/Relocation	\$17,508		\$17,508
Conservation Corps	\$15,000		\$15,000
Technology	\$2,000		\$2,000
Administration	\$25,492		\$25,492
Total	\$130,000	\$50,791	\$180,791

EXHIBIT B-3
Budget

Homelessness Prevention/Diversion:

	LMIHAF	CSF	Total
Personnel	\$9,831	\$64,322	\$74,153
Administration	\$0	\$12,424	\$12,424
Total	\$9,831	\$76,746	\$86,577

Notes:

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

EXHIBIT C
Environmental Standards

Review by COMMISSION staff indicates that the project has an environmental review status of Categorically Excluded. COMMISSION staff has prepared all documentation required by HUD.

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 SUBRECIPIENT 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 E

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 also 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 representation of the federal government 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 in the event that the Federal government does not fund in the amount projected at the time this Agreement is executed. SUBRECIPIENT agrees that maximum amount payable under this Agreement by COMMISSION shall not exceed the amount actually 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 paragraph 10(b), 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.

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

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 and will consistently apply those standards for all program participants. SUBRECIPIENT shall comply with all written standards developed by the Sonoma County Continuum of Care and adopted by 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 SubSUBRECIPIENTs

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 subSUBRECIPIENT 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, U.S. 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 U.S.C. 2000d et seq.; P.L. 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 U.S.C. 3601-3620; P.L. 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 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the

Rehabilitation Act of 1973 (29 U.S.C. 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 handicap 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.

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) 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/or 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 to 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 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 city 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; specifically, 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 to authorize others to use, the work or materials for government purposes.

Exhibit F
Insurance Requirements for Homeless & Public Service Programs

Catholic Charities 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 2018-19 after all funds have been disbursed.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Catholic Charities 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 Catholic Charities 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 Catholic Charities currently has no employees as defined by the Labor Code of the State of California, Catholic Charities 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 Catholic Charities maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Catholic Charities.
- 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. Catholic Charities is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Catholic Charities has a claim against the insurance or is named as a party in any action involving the County.
- d. **The Sonoma County Community Development Commission and the County of Sonoma** shall be endorsed as additional insureds for liability arising out of Catholic Charities' 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 County and Catholic Charities 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 Catholic Charities 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 Project/Homeless Outreach Service Team/Homeless Diversion Project**.
- b. Catholic Charities shall submit required Evidence of Insurance prior to the execution of this Agreement. Catholic Charities 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: 1440 Guerneville Road, 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. Catholic Charities 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

Catholic Charities' indemnity and other obligations shall not be limited by the foregoing insurance requirements.

