

GRANT AGREEMENT FOR COVID-19 HOMELESS SERVICES

This Agreement is made this ____ day of _____, 2020 by and between the CITY OF SANTA ROSA (CITY) and CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA, a California non-profit corporation (CONTRACTOR).

R E C I T A L S

A. During Fiscal Year 2019/2020, CITY and CONTRACTOR entered into a series of amendments to existing agreements for the Samuel L. Jones Hall Homeless Shelter (SHELTER) and Homeless Outreach Services Team (HOST) Program for the administration of homeless services in response to the COVID-19 pandemic. For the SHELTER, this included: 1) a Second Amendment to Agreement for the Operation and Use of the Samuel L. Jones Hall Homeless Shelter, dated May 4, 2020, for the relocation of “at risk” shelter participants and/or individuals identified through the Homeless Encampment Assistance Program (HEAP) to Non-Congregate Shelter (NCS) at the Sandman Hotel in the amount of \$215,586, bringing the total amount under the agreement to \$1,564,917; and 2) a Third Amendment to Agreement for the Operation and Use of the Samuel L. Jones Hall Homeless Shelter, dated June ____, 2020, for the continued operation of NCS at the Sandman Hotel in the amount of \$102,302, bringing the total amount under the agreement to \$1,667,219. For HOST, this included a Fourth Amendment to Grant Agreement for Homeless Outreach Services Team Program, dated June ____, 2020, for the purpose of operating a Safe Social Distancing Program (SSDP) on city-owned property in a section of the parking lot at the Finley Community Center in the amount of \$238,929, bringing the total amount under the agreement to \$1,274,379.

B. The Council of the City of Santa Rosa desires that CONTRACTOR continue to administer homeless services in response to the COVID-19 pandemic (PROGRAM).

C. The parties have negotiated upon the terms pursuant to which CONTRACTOR will administer and conduct the PROGRAM and CITY will fund the PROGRAM and have herein reduced such terms to writing. PROGRAM will be administered per the terms of this Agreement and separate from agreements for the SHELTER and HOST programs.

A G R E E M E N T

1. SCOPE OF SERVICES

CONTRACTOR shall, in a manner satisfactory to CITY, administer and conduct the PROGRAM described in Exhibit A (“Scope of Services”).

2. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2020 and end on July 31, 2020. This initial period may be extended in 30 day increments at least through the duration of the Sonoma County Health Officer’s Shelter in Place Order and for such time

as the CITY deems necessary to address COVID related health and safety risks in the community.

3. GRANT

A. Notwithstanding any other provision of this Agreement, PROGRAM funding from CITY to CONTRACTOR shall not exceed \$254,810 (\$152,508 for the SSDP and \$102,302 for NCS) for the of initial period July 1, 2020 through July 31, 2020. The CITY's Chief Financial Officer is authorized to pay all proper claims from Key 02209 for COVID-19 related claims. CITY and CONTRACTOR may amend this Agreement to fund the PROGRAM beyond this initial period subject to the availability of funding.

B. Payments by CITY to CONTRACTOR shall be made monthly in arrears on the basis of the Budget in Exhibit B and upon the proper documentation of expenditures. On or before the fifteenth day of each month, CONTRACTOR shall submit an invoice to CITY for the prior month. The Director of the Department of Housing and Community Services or designee (DIRECTOR) will review each invoice and may deny reimbursement where: 1) an expenditure is questionable or improperly documented; or 2) CONTRACTOR has not provided PROGRAM services. Invoices submitted after 30 days shall include acceptable written justification for the delay.

C. In addition to the rights of CITY under subsection B, above, in the event that the DIRECTOR determines that CONTRACTOR is not fully providing the PROGRAM services identified in Exhibit A, he shall have the right to reduce the grant award, unless the failure to provide services is beyond CONTRACTOR's control. The exercise by the DIRECTOR of CITY's rights under this provision shall not be construed as a waiver by CITY of any other right or remedy.

4. INSURANCE

CONTRACTOR shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements" which is attached hereto and hereby incorporated and made part of this Agreement by this reference. Maintenance of the insurance coverage as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by CONTRACTOR in exchange for CITY's agreement to make the payments prescribed hereunder. Failure by CONTRACTOR to (i) maintain or renew coverage, (ii) provide CITY notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by CITY as a material breach of this Agreement by CONTRACTOR, whereas CITY shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by CONTRACTOR to maintain required insurance coverage shall not excuse or alleviate CONTRACTOR from any of its other duties or obligations under this Agreement. In the event CONTRACTOR, with approval of CITY pursuant to Section 10 below, retains or utilizes any subcontractors in the provision of any services under this Agreement, CONTRACTOR shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements in Attachment One.

5. INDEMNITY/LIABILITY

CONTRACTOR shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless CITY, and its employees, officials and agents (“Indemnified Parties”) from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, employees, volunteers or agents, in said performance of services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY. If there is a possible obligation to indemnify, CONTRACTOR’S duty to defend exists regardless of whether it is ultimately determined that there is no obligation to indemnify.

6. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with CITY. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by CITY for its employees.

7. SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR each binds itself, its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party with respect to all promises and agreements contained herein.

8. FINANCIAL REQUIREMENTS/AUDITS/REPORTING

A. CONTRACTOR shall be accountable to CITY for all CITY funds requested by and disbursed to CONTRACTOR or its subcontractors under this Agreement.

B. CONTRACTOR shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles (GAAP), procedures, and regulations as deemed necessary by CITY. Such records shall be maintained by qualified personnel and completed in a timely manner.

C. CONTRACTOR shall, at all times during normal business hours and as often as CITY may deem necessary, make available to their representatives for examination, all of CONTRACTOR’S or subcontractor’S records with respect to all matters covered by this Agreement and shall permit these representatives to audit, examine and make excerpts or transcripts from such records, and to make audits of all documents and conditions relating to this Agreement.

D. CONTRACTOR shall permit and facilitate observation and inspection of PROGRAM services and records at CONTRACTOR'S principal office and work site by CITY, its employees, auditors, representatives, and public authorities during reasonable business hours.

E. CONTRACTOR shall either establish a separate bank account for all funding received from CITY under this Agreement or practice full fund accounting. CONTRACTOR shall not commingle the funds provided under this Agreement with any other funds, revenue or monies.

F. CONTRACTOR shall maintain all records related to the performance of this Agreement during the term of this Agreement and for a period of five (5) years after completion of all services hereunder.

G. Authorized representatives of CITY may perform fiscal monitoring of CONTRACTOR'S record keeping and reporting to assure compliance with this Agreement.

H. Prior to the commencement of the PROGRAM, CONTRACTOR shall enter into written agreements with all subcontractors performing PROGRAM services under this Agreement and shall include therein the terms in subsections B through G of this Section 8. CONTRACTOR shall submit all such subcontracts to CITY for its review and approval prior to the commencement of the PROGRAM.

9. BUDGET

Any requested modification to the line items of the Budget shall be reviewed and approved by the DIRECTOR prior to the expenditures of funds detailed in the modification. Budget modifications shall not alter: 1) the Scope of Services; or 2) the total grant award under Section 3.

10. SUBCONTRACTS

A. Any subcontract funded under this Agreement shall be submitted to the DIRECTOR for review and approval prior to its execution.

B. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement.

11. CONFLICT OF INTEREST

A. Section 42 of the City Charter and the CITY'S Conflict of Interest Code expressly apply to this Agreement. CONTRACTOR shall be responsible for ensuring compliance with this provision.

B. CONTRACTOR shall inform DIRECTOR of staffing changes at the executive/management level and changes in the membership of its Board of Directors within 30 days of such changes.

12. PUBLICITY

During the term of this Agreement and for one year thereafter, CONTRACTOR shall acknowledge CITY's contribution to the PROGRAM in all publicity regarding the PROGRAM, including but not limited to, website and social media, flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. The words "City of Santa Rosa" shall be explicitly stated in any and all pieces of publicity, with respect to the PROGRAM.

Upon request, CITY staff shall assist CONTRACTOR in generating publicity for the PROGRAM. CONTRACTOR agrees to cooperate with CITY staff in any CITY generated publicity or promotional activities related to the PROGRAM.

13. NONSOLICITATION CLAUSE

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability or, at its discretion, reduce the grant award under this Agreement, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee.

14. PUBLICATION RIGHTS COPYRIGHTS AND DATA OWNERSHIP

A. The copyright to any reports, papers, forms, or other materials or documents that are created in connection with the services performed under this Agreement shall vest in CITY unless otherwise authorized in writing by CITY.

B. All reports, documents, forms, photographs, maps, data and any other materials developed, collected or prepared by CONTRACTOR pursuant to this Agreement shall be the exclusive property of CITY unless written waiver is executed by CITY.

C. Publication rights to any documents or materials produced are to be reserved by CITY.

D. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the PROGRAM with small technical groups or lectures to employees or students. Lectures to other groups which describe the PROGRAM but disclose neither data nor results are permissible without advance approval.

E. CITY reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work developed pursuant to this Agreement, for governmental purposes.

15. PROGRAM MONITORING AND EVALUATION

A. Purpose

CONTRACTOR shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of PROGRAM objectives.

CONTRACTOR shall appoint a representative to be available to CITY for consultation and assistance during the performance of this Agreement.

CONTRACTOR shall undertake continuous quantitative and qualitative evaluation of the Scope of Services and shall make written weekly reports and a final cumulative report to CITY as outlined in Exhibit A.

B. Responsibilities of CITY

CITY shall monitor and evaluate the PROGRAM.

C. Responsibilities of CONTRACTOR

CONTRACTOR shall submit weekly reports and a final cumulative report, substantiating that the PROGRAM is operating in compliance with all the requirements of this Agreement. In the event financial or reporting issues are identified by CITY or through a compliance review by CITY, CONTRACTOR may be required to reimburse the CITY for funds that were expended on ineligible activities.

D. Homeless Management Information System

CONTRACTOR must be in good standing in collecting and entering current, accurate, and comprehensive data that reflects the homeless prevention and intervention services delivered by CONTRACTOR into the Homeless Management Information System (HMIS), as defined by HUD, as a condition of funding under this Agreement. HMIS requirements are further described in Exhibit C.

16. ASSIGNMENT

CONTRACTOR shall not assign any rights or duties under this Agreement to a third party without the express written consent of CITY.

17. MODIFICATION

This Agreement shall not be modified except in writing executed by both parties. The DIRECTOR is authorized to approve and execute amendments to this Agreement on behalf of the CITY.

18. TERMINATION OF AGREEMENT

1. CITY may terminate this Agreement for convenience upon ten (10) days' written notice to CONTRACTOR. Upon such notice, CONTRACT shall immediately suspend all services under this Agreement.

2. CITY may terminate this Agreement immediately for cause, which shall include as example but not as a limitation:

A. Failure, for any reason, of CONTRACTOR to fulfill, in a timely and proper manner, its obligations under this Agreement including compliance with CITY, State, and Federal laws and regulations and applicable directives;

B. Failure to meet the performance standards contained in other sections of this Agreement;

C. Improper use or reporting of funds provided under this Agreement;

D. Suspension, termination or modification of any of the sources of funds upon which CITY planned to fund this Agreement;

E. Any event, (whether natural, social, political or financial) which is beyond the control of CITY and which results in a change in the funds available to CITY, or which triggers a need by CITY to reallocate funding to CONTRACTOR.

F. In connection with the provisions of subsections D and E, above, CONTRACTOR understands that CITY has based its overall allocation of funds to CONTRACTOR on the basis of current budgeting requirements. It is therefore agreed that during the term of this Agreement, should all or any part of the funding available to CITY be reduced in any amount whatsoever, or should CITY be faced with unusual or unexpected natural, social, political or financial events which diminish CITY's ability to fund agreements with CONTRACTOR and other recipients, or which events generate additional needs in the community, then CITY shall have the right to review and reallocate the amount of funding to be advanced to CONTRACTOR under this Agreement. On any of the occurrences described above, CITY may terminate all or any part of the remaining funding due to CONTRACTOR under this Agreement. CITY shall have the sole discretion to determine whether there is a need to reallocate or terminate funding to CONTRACTOR, as well as the sole discretion to determine the amount of the reduction and reallocation.

Should such a reduction in funding occur, CITY shall notify CONTRACTOR as soon as reasonably practicable after CITY has made the determination of the need to reconsider its funding allocation. Should there be a modification of this Agreement, the modification shall take effect upon notice from CITY to CONTRACTOR in writing. All other terms and conditions of the Agreement shall remain in effect.

19. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served

by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

CITY:
Department of Housing and Community
Services
90 Santa Rosa Avenue
Santa Rosa, California 95404

CONTRACTOR:
Catholic Charities of the Diocese
of Santa Rosa
P.O. Box 4900
Santa Rosa, California 95402

20. ENTIRE AGREEMENT

This agreement is the entire Agreement between the parties.

21. INCORPORATION OF ATTACHMENT AND EXHIBITS

The attachment and exhibits to this Agreement are incorporated and made part of this Agreement, subject to the terms and provisions herein.

22. SIGNATURES REQUIRED FOR CORPORATIONS

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

23. LAWS AND REGULATIONS

a. CONTRACTOR shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on handicap in federally assisted and conducted programs and activities (29 U.S.C. § 794), and the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. §§ 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which generally prohibits discrimination against individuals with disabilities and may require reasonable accommodations.

b. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (24 CFR §§ 1 et seq.) which states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

24. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or

City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Contractor wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.

25. FEDERAL REQUIREMENTS

In its provision of COVID-19 services, Contractor is aware of and agrees to comply with all applicable Federal Requirements, as set forth in Exhibit D attached to the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this date and year first above written.

CONTRACTOR
Catholic Charities of the Diocese
of Santa Rosa

CITY OF SANTA ROSA
A Municipal Corporation

By _____

By _____

Name _____

Name: David E. Gouin

Title _____

Title: Director of Housing and Community
Services

By _____

Name _____

APPROVED AS TO FORM

Title _____

By _____

Taxpayer ID # _____

Office of the City Attorney

Attachments:

- Attachment One: Insurance Requirements
- EXHIBIT A: SCOPE OF SERVICES
- EXHIBIT B: BUDGET
- EXHIBIT C: HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)
- EXHIBIT D: FEDERAL REQUIREMENTS

**ATTACHMENT ONE
INSURANCE REQUIREMENTS**

A. Insurance Policies: Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insured's on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT A: SCOPE OF SERVICES
COVID-19 HOMELESS SERVICES
(Catholic Charities of the Diocese of Santa Rosa)

In response to the COVID-19 pandemic and to provide emergency assistance to the CITY to protect public health and safety under exigent circumstances, CONTRACTOR shall operate the Safe Social Distancing Program (SSDP) on city-owned property in a section of the parking lot at the Finley Community Center and Non-Congregate Shelter (NCS) at the Sandman Hotel or other alternate or supplemental shelter locations and/or hotels approved by CITY.

COVID-19 Safe Social Distancing Program

The SSDP will provide a managed space for up to 70 tents plus supportive services for individuals relocated from existing encampments that are most densely populated and in need of social distancing which have been identified through the HEAP. The SSDP is expected to operate at least through the duration of the Sonoma County Health Officer's Shelter in Place Order and for such time as the CITY deems necessary to address COVID related health and safety risks in the community. CITY shall provide the space for the SSDP and supplies, including perimeter fencing, tents, sanitary facilities (portable toilets, handwashing stations, refuse containers), and water supply and disposal of wastewater for Clean Start mobile bathroom-shower trailer ("Trailer").

SSDP services provided by CONTRACTOR shall include but are not limited to the following: 1) assessment, prioritization, and relocation of individuals residing in existing encampments to the SSDP; 2) 24/7 site management provided via CONTRACTOR staff and/or third party private security agency; 3) meals and other services essential to meeting basic needs, including laundry service and transportation; 4) operation of Trailer at the SSDP site; 5) linkage to County-wide shelter and services via Coordinated Entry assessment and enrollment; 6) case management, service and housing navigation; 7) coordination of on-site mobile, medical services; 8) referrals for alcohol and other drug (AOD) treatment and behavioral health services; and 9) screening/referral of symptomatic individuals for medical care, including COVID-19 testing. Additionally, for any "at risk" individuals placed at the SSDP, CONTRACTOR will obtain documentation of eligibility provided by a primary care physician, health care provider, or other qualified medical professional. "At risk" is defined as an individual 65 years or older and/or medically compromised, including those conditions which put the individual most "at risk" of exposure to COVID-19 such as chronic health disease, respiratory illness, and immunosuppressant illness.

Reporting: CONTRACTOR will provide weekly reports, or at intervals deemed necessary by CITY, for the duration of SSDP and a final cumulative report following closure of the SSDP. Weekly reports should include but not be limited to the following information: 1) Number of individuals placed at SSDP, including any meeting "at risk" criteria; 2) Number of tents occupied; and 3) Number of individuals exiting SSDP. For all persons served, CONTRACTOR will enter current, accurate, and comprehensive data into the Homeless Management Information System (HMIS), including any relevant COVID-19 touch points. At CITY's request, CONTRACTOR will make this data available to CITY plus any case notes detailing efforts to assist unsheltered individuals. In addition to HMIS data, the final

cumulative report should include any data and documentation to establish eligibility for the Federal Emergency Agency (FEMA) Public Assistance Program or other equivalent local, state, or federal agency. Data points should include but not be limited to the following information: name, COVID-19 testing status, date of birth, pre-existing conditions, disabilities or functional needs, service animals/pets, household size, length of stay, services provided, and personnel utilized. CONTRACTOR will also provide CITY with data and documentation to determine per person served (“shelteree”) costs. CITY and CONTRACTOR shall ensure the privacy and confidentiality of all persons served.

COVID-19 Non-Congregate Shelter

CONTRACTOR shall provide services for “at risk” Shelter participants and/or individuals identified through the HEAP relocated to NCS. “At risk” is defined as an individual 65 years or older and/or medically compromised, including those conditions which put the individual most “at risk” of exposure to COVID-19 such as chronic health disease, respiratory illness, and immunosuppressant illness.

Services shall include but are not limited to the following: 1) assessment to determine “at risk” eligibility and documentation of eligibility provided by a primary care physician, health care provider, or other qualified medical professional; 2) relocation of “at risk” individuals to Sandman Hotel or other alternate or supplemental shelter locations and/or hotels approved by CITY; 3) 24/7 management provided via CONTRACTOR staff and/or third party private security agency, including coordination with on-site hotel staff; 4) meals and other services essential to meeting basic needs, including transportation; 5) case management and housing navigation; and 6) screening/referral of symptomatic individuals for medical care, including COVID-19 testing.

Reporting: CONTRACTOR will provide weekly reports, or at intervals deemed necessary by CITY, for the duration of the NCS at the Sandman Hotel (or other alternate or supplemental shelter locations and/or hotels approved by CITY) and a final cumulative report following closure of the NCS. Weekly reports should include but not be limited to the following information: 1) Number of individuals placed at NCS by “at risk” category (65 years or older and/or medically compromised); and 2) Number of individuals exiting NCS. For all persons served, CONTRACTOR will enter current, accurate, and comprehensive data into the Homeless Management Information System (HMIS), including any relevant COVID-19 touch points. At CITY’s request, CONTRACTOR will make this data available to CITY plus any case notes detailing efforts to assist unsheltered individuals. In addition to HMIS data, the final cumulative report should include any data and documentation to establish eligibility for the Federal Emergency Agency (FEMA) Public Assistance Program or other equivalent local, state, or federal agency. Data points should include but not be limited to the following information: name, COVID-19 testing status, date of birth, pre-existing conditions, disabilities or functional needs, service animals/pets, household size, length of stay, services provided, and personnel utilized. CONTRACTOR will also provide CITY with data and documentation to determine per person served (“shelteree”) costs. CITY and CONTRACTOR shall ensure the privacy and confidentiality of all persons served.

EXHIBIT B: BUDGET

COVID-19 HOMELESS SERVICES
(Catholic Charities of the Diocese of Santa Rosa)

NOT-TO-EXCEED AMOUNTS UNDER THE AGREEMENT:

COVID-19 Safe Social Distancing Program (SSDP)	
Monthly Budget	
Salaries and Benefits	\$22,915
Food Management	\$48,000
Supplies	\$4,000
Security	\$52,200
Laundry Service	\$5,760
Telecommunication	\$250
Contingency 10%	\$13,312
Program Support/Indirect 15%	\$6,071
Total COVID-19 SSDP	\$152,508

COVID-19 Non-Congregate Shelter (NCS)	
Monthly Budget	
Salaries & Benefits	\$8,667
Security	\$46,500
Supplies	\$4,500
Meals	\$28,490
Telecommunications	\$250
Canopy Tent Rental	\$6,430
Contingency 5%	\$4,742
Program Support/Indirect 15%	\$2,723
Total COVID-19 NCS	\$102,302

TOTAL NOT-TO-EXCEED AMOUNT: **\$254,810**

**EXHIBIT C: HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)
HOMELESS OUTREACH SERVICES TEAM PROGRAM
(Catholic Charities of the Diocese of Santa Rosa)**

As stated more specifically in the Sonoma County Continuum of Care Homeless Management Information System Participant Agreement, CONTRACTOR must be in "good standing" in collecting and entering current, accurate, and comprehensive data that reflects the homeless program services delivered by CONTRACTOR into 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 Client status at Intake, Update and Exit and adherence to the prevailing HMIS Data Standards.
1. Timely data entry encompasses:
- a. Entry of data into EtO HMIS within five (5) business days of the event that generated by the data collection (i.e., Client Intake, Entry and Exit from Program, and required annual updates if Client is participating for longer than one year in the program) with the exception of services which may be bulk entered ten (10) days after month end.
2. Accurate and Complete Data:
- a. All homeless client data for Covered Homeless Organizations (CHO's) will be entered into the EtO HMIS.
 - b. 95% of all 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 Report (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. CONTRACTOR shall adhere to the prevailing federal HMIS Data Standards and Sonoma County HMIS Lead recommended 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. CONTRACTOR 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: CONTRACTOR shall use data from the following reports to inform their quarterly report submissions:
- a. EtO Data Validation report 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: CONTRACTOR agrees to pay the calculated fair share portion of the McKinney-Vento required funding match within 60 days of billing by the Commission. CONTRACTOR also agrees to provide the Commission with leveraging information within 30 days of request.
- E. Homeless Count Participation: CONTRACTOR 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. CONTRACTOR will take part in biennial unsheltered Homeless Count by assigning staff to assist in the Count process and by making facilities and other CONTRACTOR resources available to support the Count commensurate to the size of the CONTRACTOR's homelessness program relative to the overall Sonoma County Continuum of Care program.

Exhibit D

FEDERAL PROVISIONS

A. Definitions

1. Government means the United States of America and any executive department or agency thereof.
2. FEMA means the Federal Emergency Management Agency.
3. Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
2. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
3. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

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5. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are

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