

**GRANT AGREEMENT FOR
PUBLIC SERVICE PROVIDERS PROGRAM FUNDS
THE LIVING ROOM CENTER
(PO F002188/V001972)**

This Agreement is made this 1st day of July, 2025 by and between the **CITY OF SANTA ROSA** (City) and **THE LIVING ROOM CENTER**, a California non-profit corporation (Contractor).

RECITALS

- A. The Council of the City of Santa Rosa (Council) has determined that The Living Room Center (Program) benefits the residents of Santa Rosa and meets the definition of Public Services under 24 CFR §570.201(e).
- B. In general, the Program will provide focused, comprehensive homeless services that help reduce homelessness amongst women.
- C. City wishes to fund the Program, using Local Funds.
- D. 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.

AGREEMENT

1. SCOPE OF SERVICES

Contractor shall, in a manner satisfactory to City, and consistent with 24 CFR 570, Subpart C - Eligible Activities, and 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, perform the scope of services described in **Exhibit A** (Scope of Services). Contractor is required to report deviations from budget or Scope of Services as per 2 CFR 200.308 - Revision of Budget and Program Plans.

2. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2025 and shall continue in effect until June 30, 2026.

3. GRANT

- A. Notwithstanding any other provision of this Agreement, Program funding from City to Contractor shall not exceed thirty-five thousand and no/100 dollars (\$35,000). The City's Chief Financial Officer is authorized to pay all proper claims from Key 340609/Fund 2130 (\$35,000).
- B. Payments by City to Contractor shall be made monthly in arrears based on 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 Housing and Community Services (Director) or their designee will review each invoice and may deny reimbursement where:
1) an expenditure is questionable or improperly documented; or 2) where Contractor has not provided Program services. Invoices submitted after 30 days shall include acceptable written justification for the delay.
- C. 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 9 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 bind 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 ensure its own compliance with Office of Management and Budget (OMB) Circulars A-110, A-122, 24 CFR § 570.502, revised Circular A-133, 2 CFR 200.303 - Internal Controls, and 2 CFR 200.327-328 – Performance and Financial Monitoring and Reporting.
- B. Audits performed outside the scope of the Single Audit Act or OMB A-133 shall be deemed ineligible costs under this Agreement. All audits performed are required to be submitted to City no later than 180 days after end of the Agreement term referenced in Section 2.

9. 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.

10. CONFLICT OF INTEREST

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.

11. PUBLICITY

- A. 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.
- B. 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.

12. 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.

13. FIXED ASSETS

For purposes of this Agreement, a fixed asset is any physical item, excluding real property, having a cost in excess of \$300.00 and a usable life of three years or more.

Contractor's annual report to City shall include invoices and receipts of payment for all fixed assets purchased. If at any time Contractor discontinues the Program, at any time during or after the Agreement period, all fixed assets purchased or acquired by Contractor having a cost in excess of \$300.00 and a usable life of one year or more revert back to City.

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. HUD 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. Contractor shall undertake continuous quantitative and qualitative evaluation of the Scope of Services and shall make written quarterly reports to City utilizing the Quarterly Status Report form in **Exhibit C**.
- B. 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 D**.
- C. Contractor will take part in biennial unsheltered Homeless Count by assigning staff to assist in Count processes 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 (Sonoma County Homeless Coalition) program.

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

- A. City may terminate this Agreement for convenience upon ten (10) days' written notice to Contractor. Upon such notice, Contractor shall immediately suspend all services under this Agreement.
- B. City may terminate this Agreement immediately for cause, which shall include as example but not as a limitation:
 - 1. 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;
 - 2. Failure to meet the performance standards contained in other sections of this Agreement;
 - 3. Improper use or reporting of funds provided under this Agreement;
 - 4. Suspension, termination or modification of any of the sources of funds upon which City planned to fund this Agreement;
 - 5. 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.
- C. In connection with the provisions of subsections A and B, 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 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.

- D. 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.
- E. In no event shall City be obligated to fund any part of this Agreement from City's own financial resources.

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:

The Living Room Center

1207 Cleveland Ave
Santa Rosa, California, 95401

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. 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 signature that cannot be positively verified by the City as an authentic electronic signature.

24. FEDERAL PROVISIONS

CONTRACTOR shall comply with the provisions in **Exhibit E** to this Agreement. In the event of a conflict between any provision in **Exhibit E** and any other provision of this Agreement, the more stringent provision shall control and prevail.

[SIGNATURES APPEAR ON NEXT PAGE]

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

CONTRACTOR

The Living Room Center

By _____

Name: Alethea Larson

Title: Executive Director

Taxpayer ID # 58-2675876

CITY OF SANTA ROSA

A Municipal Corporation

By _____

Name: Megan Basinger

Title: Housing & Community Services
Director

APPROVED AS TO FORM

By _____
Office of the City Attorney

Attachments:

Attachment One: Insurance Requirements

Exhibit A: Scope of Services

Exhibit B: Budget

Exhibit C: Quarterly Status Report Form

Exhibit D: Homeless Management Information System (HMIS)

Exhibit E: Federal Provisions

ATTACHMENT ONE INSURANCE REQUIREMENTS FOR GRANT AGREEMENTS

- 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 insureds 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

THE LIVING ROOM CENTER FISCAL YEAR 2025/2026

Contractor will operate The Living Room Center (Center) Monday through Wednesday and Friday from 9:00 a.m. to 3:00 p.m. and Thursday from 9:00 a.m. to 1:30 p.m. The Center will provide basic needs and comprehensive services to women and children focused on reducing homelessness. Services will include meals, showers, laundry services, hygiene and clothing items, peer support and mentoring, information, and referrals to emergency shelters, housing, short-term financial assistance, community resources and referrals, and case management. The Center will serve as a Coordinated Entry System (CES) External Access Point, providing a full CES Assessment to all participants who present seeking CES access.

Housing navigation case management services will be offered to women experiencing homelessness. Housing stabilization case management services will be offered to women in permanent housing that are at risk of homelessness.

Care Coordinators will offer bilingual, bicultural, and trauma-informed case management prioritizing moving participants into safe living conditions leveraging participants' resources and encouraging their personal efforts in the journey towards self-sufficiency and independence.

Services provided by Contractor will include, but not be limited to:

- Benefits enrollment, employment services, and job resources;
- Access to financial education, legal aid services, and behavioral health supports;
- Emotional support and assistance to navigate the social services system to maximize opportunities for permanent housing, including assistance with applications, meeting deadlines, keeping appointments, and transportation as needed;
- Access to direct financial assistance to obtain or sustain housing;
- Coordination and referrals to relevant government agencies and community-based organizations for additional services;
- Provision nutrient dense foods and meals;
- Access to showers, laundry services, hygiene supplies, clothing items; and
- Assistance with veterinary care services for emotional support and service animals.

Utilizing funds provided under the Grant Agreement, Contractor will provide the following:

Planned outputs:

- 1,000 women and children experiencing homelessness or at risk of homelessness will receive basic services and access to wraparound support services;
- 150 women and children will be provided comprehensive housing navigation case management services;
- 50,000 meals will be provided annually; and
- Contractor will engage clients and elicit feedback to incorporate in program planning and implementation.

Planned indicators:

- 100% of participants will complete an intake with staff or a trained volunteer (measured by intake forms on file);
- 20% of individuals experiencing homelessness that are provided case management will enter permanent housing; and
- 90% individuals experiencing homelessness that are provided case management will maintain active enrollment in the Sonoma County CES (measured as of last date of each quarter).

EXHIBIT B: BUDGET

THE LIVING ROOM CENTER

FISCAL YEAR 2025/2026

Expenses	Budget Amounts
Salaries	\$35,000
Total Contract Funds (Local)	\$35,000

**EXHIBIT C: QUARTERLY STATUS REPORT
THE LIVING ROOM CENTER**

Reporting is required as a condition of funding. The CITY will receive quarterly updates based on the information provided in this report (and for HMIS participants as it compares to the HMIS reports). Reports may be submitted electronically. Submit all back-up data for numbers provided in reports. Each quarter should be reported cumulative (or for the quarter if requested below) beginning July 1st, and ending through the quarter for which the report is being submitted.

Agency Name: The Living Room Center
Program Title: The Living Room Center
Term: July 1, 2025 to June 30, 2026
Quarter: Q1: July 1, 2025 - September 30, 2025

Instructions: An entry is required in every yellow cell. Once data has been entered, the cell will revert to white. You may need to enter 0 to indicate no applicable response. There should be no yellow cells when report is submitted to the City.

1. Please include a brief narrative of 50 words or less on your program's progress:

2. Total Number of Participants Assisted (This Quarter & Cumulative)

Number of participants served and housed must match quarterly and cumulative HMIS reports provided.

INDIVIDUALS	THIS QUARTER	CUMULATIVE
Participants Served		
Participants Sheltered (Participants in Contractor's Transitional Housing)		
Participants Housed (Participants that entered program as Homeless then entered Permanent Housing)		

3. Race/Ethnicity Determination

Race/Ethnicity information must be collected from all participants. *Must match cumulative HMIS report provided.*

RACE/ETHNICITY	CUMULATIVE
American Indian, Alaska Native, or Indigenous	
Asian or Asian American	
Black, African American, African	
Hispanic/Latina/e/o	
Middle Eastern or North African	
Native Hawaiian or Pacific Islander	
White	
Other multi-racial	
Client doesn't know	
Client prefers not to answer	
Total Persons	0

Total persons must match cumulative total unduplicated participants served.

4. Income Determination:

Income information must be collected from all participants. *Must match cumulative HMIS report provided.*

INCOME LEVEL	CUMULATIVE
Below 30%	
31% to 50%	
51% to 80%	
Over 80%	
Total Persons	0

Total persons must match cumulative total unduplicated participants served.

5. Adults and Children

Must match cumulative HMIS report provided.

INDIVIDUALS	CUMULATIVE
Adults	
Children	
Total Persons	0

Total persons must match cumulative total unduplicated participants served.

6. Planned Outputs:

PROJECT QUANTITATIVE MEASURE TEXT	CUMULATIVE OUTCOMES ACHIEVED	
1,000 women and children experiencing homelessness or at risk of homelessness will receive basic services and access to wraparound support services	0	Must match cumulative total participants served.
150 women and children* will be provided comprehensive housing navigation case management services		Must match cumulative case management project HMIS report provided.

* When case management services are provided to a head of household, their children will also be considered to be provided case management services

Services will include showers	# of showers provided (measured by shower logs)	
Services will include laundry services	# of laundry loads completed (measured by laundry logs)	
50,000 meals will be provided annually	# of meals provided (measured by meal logs)	

Please include a brief narrative on the process for engaging clients and how feedback is incorporated into program planning and implementation:

Please include a brief summary of any specific feedback received from any clients during this quarter. Please include any response or anticipated changes in response to this feedback.

7. Planned Indicators:

PROJECT QUANTITATIVE MEASURE TEXT	CUMULATIVE OUTCOME ACHIEVED	CUMULATIVE PERCENTAGE
100% of participants will complete an intake with staff or a trained volunteer (measured by intake forms on file)		N/A
Must not exceed total cumulative participants served.		
20% of housing navigation case management participants will enter permanent housing	# of case management participants exited to permanent housing destination	N/A

Above must match cumulative HMIS report provided.

	TOTAL NUMBER OF PARTICIPANTS (Last Day of Quarter)	NUMBER ACTIVE IN CE (Last Day of Quarter)	PERCENTAGE
90% individuals experiencing homelessness that are provided case management will maintain active enrollment in the Sonoma County Coordinated Entry System (measured as of last date of each quarter)			N/A

Report Completed By:

Full Name

Date

Title

Signature

EXHIBIT D: HOMELESS MANAGEMENT INFORMATION SYSTEM

Homeless Management Information System

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

1. HMIS Good Standing: Good Standing is defined as timely data entry; and complete and accurate data reflective of the Participant’s status at Intake, Update, and Exit; and as defined by the prevailing HMIS Data Standards.
 - a. Timely data entry: Unless otherwise approved in writing and attached to this Agreement, entry of data into EtO HMIS within five (5) business days of the event that generated the data collection (i.e., Participant Intake, Entry, Update, and/or Exit from the Program) is required. If Participant is enrolled in Program for longer than one year annual updates are required.
 - b. Accurate and Complete Data:
 - i. All homeless Participant data for Covered Homeless Organizations will be entered into the EtO HMIS unless approved in writing and attached to this Agreement.
 - ii. 95% of all HUD or Sonoma County defined mandated data points are supplied (fields do NOT reflect a “Null”, “Don’t Know or Refused” or “Data Not Collected” value).
 - iii. The HUD Data Quality reports (required quarterly for each homeless program) will always reflect a 95% or higher data completeness and quality result.
 - c. Data Collection Methodology: Contractor shall adhere to the most current HMIS Data Standards and Sonoma County HMIS Lead designed program workflow(s) for each homeless program type.
2. User Training: All Users of the EtO 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 HMIS.
3. Required Quarterly Reporting: Contractor shall utilize data from the following reports as the basis for quarterly report submissions and include those reports with their submission:

- a. HUD Data Quality Report for the program being reported with a data range from the start of the fiscal year to the end of the required reporting period (cumulative).
 - b. HUD Annual Performance Report for the program.
4. HMIS Financial Match and Other Financial Requirement: Contractor agrees to pay the calculated fair share portion of the McKinney-Vento required funding match within 60 days of billing by the County. Contractor also agrees to provide the County with leveraging information within 30 days of request.
5. 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 Sonoma County Homeless Coalition and HMIS Coordinators' requests for current and accurate information prior to and after the Homeless Count. Contractor will take part in the annual 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.

Coordinated Entry

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

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

Privacy and Security of Personal and Personally Identifiable Information

(Tasseff Privacy Version No. 6 Version 2024 May 15)

The Department of Housing and Urban Development (HUD) requires user of the Homeless Management Information System (HMIS) to implement safeguards designed to protect the personal information (PI) and personally identifiable information (PII) that the user maintains. To support that effort, HUD adopted regulations similar to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In addition to complying with HUD regulations, contractors and subcontractors are obligated to protect all other PI, PII, or Sensitive PII (hereinafter identified as Protected Information) obtained on behalf of the City pursuant to this agreement consistent with the California Information Practices Act of 1977 (California Civil Code §§ 1798 et seq.).

The purpose of this section is to set forth Contractor's privacy and security obligations with respect to Protected Information that Contractor may create, receive, maintain, use, or disclose on behalf of the City pursuant to this Agreement.

The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be consistent with such language as in effect or as amended.

The provisions of this Exhibit are supplemental to provisions of the [Sonoma County Homeless Management Information System Participant Agreement](#). Contractor must comply with both the Participation Agreement and this Exhibit. Any conflicts in the language of the agreements shall favor the provision that protects the data better, mitigates vulnerabilities and incidents better, and/or more fully reports breaches.

1. Definitions

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

etc.

Some examples of PII include name, date of birth (DOB), email address, mailing address, medical history, family relationships, vehicle identifiers including license plates, unique names, certificate, license, telephone and/or other specific reference numbers and/or any information that can directly identify an individual.

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

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

2. Terms of Agreement

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

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

b. Responsibilities of Contractor

Contractor agrees:

- i. **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Protected Information, to protect against anticipated threats or hazards to the security or integrity of Protected Information, and to prevent use or disclosure of Protected Information other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of this Exhibit. Contractor will provide City with its current policies upon request.
- ii. **General Privacy Controls.** Not to use or disclose Protected Information other than as permitted or required by this Agreement or as required by applicable state and federal law.
 1. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Protected Information.
 2. The Contractor and its employees, agents, or subcontractors shall not use any Protected Information for any purpose other than carrying out the Contractor's obligations under this Agreement.
 3. The Contractor shall not disclose any Protected Information to anyone other than City except as permitted by this Agreement, authorized by the person who is the subject of Protected Information, or permitted by state and/or federal regulation.
- iii. **General Security Controls.** Contractor and its subcontractors or vendors shall take all steps necessary to ensure the continuous security of all computerized data systems containing Protected Information, and to protect paper documents containing Protected Information. These steps shall include, at a minimum:
 1. Complying with and ensuring its subcontractors or vendors comply with all the data system security precautions listed in this Exhibit including all documents incorporated by reference; and,

2. As applicable for the Contractor's information systems, providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
3. Preserving and ensuring its subcontractors or vendors preserve, the confidentiality, integrity, and availability of Protected Information with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that contractor then applies to its own processing environment.

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

iv. **Personnel Controls.** Contractor shall implement the following personnel controls:

1. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the City, or access or disclose Protected Information must complete information privacy and security training, at least annually, at Contractor's expense. Training shall emphasize the high level of sensitivity and protection of SPIL. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
2. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
3. **Confidentiality Statement.** All persons that will be working with County PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and

Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following termination of this Agreement.

4. **Background Check.** Before a member of the workforce may access County PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.
- v. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. Contractor must conduct and document a system risk assessment/security review on all systems processing and/or storing County PHI or PI. The assessment/security review must be performed a minimum of every two years, must review whether administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection, must identify system security risks, and must document risk findings. Reviews should include vulnerability scanning tools.
- vi. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Information by Contractor or its subcontractors in violation of this Exhibit.
- vii. **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Protected Information to the subcontractor.
- viii. **Cooperation with City and County.** With respect to Protected Information, to cooperate with and assist the City and County to the extent necessary to ensure the City's and County's compliance with the applicable terms of HUD regulations and the California Information Protection Act.
- ix. **Designation of an Individual Responsible Privacy and for Security.** Contractor shall designate an individual to oversee its data security program who shall be responsible for carrying

out the information security requirements of this Special Terms and Conditions document. Contractor shall designate an individual to oversee its information privacy program who shall be responsible for carrying out the information privacy requirements of this Special Terms and Conditions document. The individual designated to these roles may be the same individual so long as they are qualified and able to effectively perform the duties of both designations.

- x. Privacy & Security Audits. Contractor will accommodate and upon reasonable notice by County, work County and/or its subcontractors to submit to a random information privacy & security audit. This is to ensure that Contractor's information privacy and security practices comply with contractual obligations, this Exhibit, and related state and federal regulations. Contractor shall ensure that its sub-contractors or vendors comply with these same requirements.
- xi. Availability of Information to City and County. To make Protected Information available to the City and County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of County Protected Information. Upon request by City, Contractor shall provide City with a list of all employees, contractors and agents who have access to Protected Information, including employees, contractors and agents of its subcontractors.
- xii. Confidentiality of Alcohol and Drug Abuse Patient Records. Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements. All information subject to 42 CFR
- xiii. Part 2 shall be considered Sensitive Personally Identifiable Information.

c. Data Security Requirements

Contractor agrees to implement the following:

- i. Workstation/Laptop encryption. All workstations and laptops that store County PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the County Privacy and Security Office.

- ii. Minimum Necessary. Only the minimum necessary amount of County PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- iii. Antivirus software. All workstations, laptops and other systems that process and/or store County PHI or PI must install and actively use comprehensive anti- virus software solution with automatic updates scheduled at least daily.
- iv. Patch Management. All workstations, laptops and other systems that process and/or store County PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- v. Data Destruction. If Protected Information is stored on a local device or server, when no longer needed, all Protected Information must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the County Privacy and Security Office.

System Timeout. The system providing access to County PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- vi. Access Controls. The system providing access to County PHI or PI must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- vii. Transmission encryption. All data transmissions of County PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end-to-end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI or PI in motion such as website access, file transfer, and E-Mail.
- viii. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting County PHI or PI that are

accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

d. Paper Document Controls

- i. Supervision of Data. County PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
 - ii. Escorting Visitors. Visitors to areas where County PHI or PI is contained shall be escorted and County PHI or PI shall be kept out of sight while visitors are in the area.
 - iii. Confidential Destruction. County PHI or PI must be disposed of through confidential means, such as crosscut shredding and pulverizing.
 - iv. Removal of Data. Only the minimum necessary County PHI or PI may be removed from the premises of the Contractor except with express written permission of the City. County PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of the same Contractor's locations.
 - v. Faxing. Faxes containing County PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
 - vi. Mailing. Mailings containing County PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of County PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the County to use another method is obtained.
- e. Breaches and Security Incidents. During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
- i. Initial Notice to the City and County. (1) To notify the City and County immediately by telephone call plus email or fax upon the discovery of a breach of Protected Information in electronic media or in any other media if the Protected Information was, or

is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Protected Information. (2) To notify the City and County within 24 hours (1 hour if SSA data) by email of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Protected Information in violation of this Agreement or this Exhibit, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the County Privacy and Security Officer by calling (707) 565-4703, and emailing DHS-Privacy&Security@sonoma-county.org.

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

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

Complete Report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the Complete Report is submitted. The County will review and approve the determination of whether a breach occurred, whether individual notifications are required, and the Contractor's corrective action plan.

- iv. Responsibility for Reporting of Breaches. If the cause of a breach of Protected Information is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, § 1798.29(a) – (d) and California SIMM 5340-C (https://cdt.ca.gov/wp-content/uploads/2021/02/SIMM_5340-C-1.pdf). Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The County Privacy and Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The County will provide its review and approval expeditiously and without unreasonable delay. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the County in addition to Contractor, Contractor shall notify the County, and the County and Contractor may take appropriate action to prevent duplicate reporting.
- v. County Contact Information. To direct communications to the above referenced County staff, the Contractor shall initiate contact as indicated herein. The City reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Sonoma County Privacy Officer
1450 Neotomas Avenue, Suite 200
Santa Rosa CA 95405
Office: 707-565-4703
Message: 707-565-5703
Email: DHS-Privacy&Security@Sonoma-County.org

EXHIBIT E: FEDERAL PROVISIONS

Section 1. Financial Requirements/Audits/Reporting

- A. Contractor shall adhere to all applicable requirements set forth and defined in 24 CFR § 85.20 and 24 CFR § 84.21-28 as amended by 24 C.F.R § 570.502.
- B. Contractor shall be accountable to City for all funds requested by and disbursed to Contractor under this Agreement.
- C. 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.
- D. Contractor shall, at all times during normal business hours and as often as City, the State of California, the U.S. Department of Housing and Urban Development (HUD), U.S. Department of the Treasury (Treasury), and the Comptroller General of the United States may deem necessary, make available to their representatives for examination, all of Contractor'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. All costs are subject to the eligibility requirements of HUD and Treasury.
- E. Contractor shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996, revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and 2 CFR 200.514 - Audit Requirements.
- F. 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.
- G. 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.
- H. Authorized representatives of City shall perform fiscal monitoring of Contractor's record keeping and reporting to assure compliance with this Agreement.

- I. Any funds received as return of costs or as income generated from activities funded by the Agreement are the property of City and are to be transmitted to City promptly, unless there is a written agreement with City approving the use of these funds. Reimbursed costs or Program income shall be used prior to the advancement of additional funds pursuant to this Agreement and, further, shall be used for Community Development Block Grant (CDBG) program-eligible purposes.
- J. 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.

Section 2. Budget

Any requested modification to the line items of the Budget shall be reviewed and approved by the Director of Housing & Community Services, or designee, as per 2 CFR 200.308 - Revision of Budget and Program Plans - prior to the expenditures of funds detailed in the modification. Budget modifications shall not alter: 1) the Scope of Services; or 2) the total compensation under Section 3.

Section 3. Subcontracts

- A. Any subcontract funded under this Agreement shall be submitted to the Director of Housing & Community Services, or designee, for review and approval prior to its execution.
- B. In the event Contractor is a private nonprofit or neighborhood based nonprofit organization, or a local development or small business investment corporation, Contractor is required to comply with the procurement procedures of OMB Circular A- 122 (incorporated herein by reference) and 2 CFR 200.317-200.326 - Procurement Standards for the procurement of supplies and services in connection with activities funded under this Agreement.
- C. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement, including Appendix II of 2 CFR, Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Section 4. Conflict of Interest

- A. In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36 (b)(3), no person who is an employee, agent, Contractor, officer, or elected or appointed official of Contractor or a Program sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract,

subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

- B. No member of, or delegate to, the Congress of the United States shall be permitted to share, or take part in this Agreement or in any benefit arising therefrom.
- C. No employee or officer of City, no member of Council, and no other public official of City who exercises any functions or responsibilities with respect to City's Public Service Providers Program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement. Employees of City may participate in this Program subject to waivers by HUD and/or Treasury. Contractor shall be responsible for obtaining compliance with this provision.
- D. Individuals associated with the Contractor's agency are prohibited from using positions with City for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly with those with whom they have family, business, or other ties.
- E. 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.
- F. Compliance with Lobbying Provisions: In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services with the funds, Contractor agrees to the following provisions pursuant to the Housing and Community Development Act of 1992.
 - 1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 2. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to support or defeat legislation pending before Congress.
 - 3. Contractor shall require that the language of this section be included in all subcontracts, subgrants, and contracts under grants, loans, and cooperative

agreements and that all subrecipients shall certify and disclose accordingly. This is a material representation of fact upon which reliance was placed when this Agreement was made.

4. Not more than one member of an immediate family shall be employed by Contractor or a component thereof directly or indirectly receiving HUD and/or Treasury funds. For purposes of this provision, immediate family shall include husband, wife, brothers, sisters, children, and parents (both legal parents and step-parents). If Contractor has any doubt as to its compliance with this requirement, it shall submit a written request to City for clarification and advice as to the proper course of action to be taken. Where noncompliance is found, City shall have the right, upon discovering such noncompliance, to order Contractor to dismiss one or as many of its employees as are required to restore compliance with this requirement.

Section 5. Religious Activity Prohibited

Contractor agrees that the Grant Amount will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization per the federal regulations set forth in 24 CFR § 570.200U.

Section 6. 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 CDBG regulations incorporated herein 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 quarterly reports to City utilizing the Quarterly Status Report form in **Exhibit C**. The quarterly reports shall be submitted to City by October 15, January 15, April 15, and July 15, as more fully set forth in **Exhibit C**.

B. Responsibilities of City

City shall monitor and evaluate the Program.

C. Responsibilities of Contractor

Contractor shall provide evidence of client income and ethnicity in order to substantiate that the Program is operating in compliance with all regulations and

circulars identified in Section 8 of this Agreement. In the event financial or reporting issues are identified by City or through a compliance review by HUD and/or Treasury, Contractor may be required to reimburse the City for funds that were expended on ineligible activities as identified in CDBG regulations (24 CFR § 570).

Section 7. Fair Housing and Equal Opportunities Certifications

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 § 1) states that no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance extended to Contractor. This assurance shall obligate Contractor, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

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. Contractor 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 § 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 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 construction contracts and affirmative action shall be taken to ensure equal employment opportunity. Contractor 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.

F. 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.

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

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 Contractor. Contractor shall develop and implement a LEP policy consistent with the above guidelines and provide City with copies of its LEP Policy.

G. Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on handicap in federally assisted and conducted programs and activities. In performance of this Agreement, 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 Rehabilitation Act of 1973 (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.

H. 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.

I. Executive Orders 11625, 12432, 12138 - Minority and Women Owned Business Opportunities

These Executive Orders state that program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

Section 8. Drug Free Workplace

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on Contractor's premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

Section 9. Remedies for Noncompliance

- A. If Contractor materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, a notice of award, or elsewhere,

City may take one or more of the following actions, as appropriate in the circumstances, and as per 2 CFR 200.338-200.342 - Remedies for Noncompliance:

1. Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action;
 2. Disallow (that is, deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance);
 3. Wholly or partly suspend or terminate the current award for Contractor's Program;
 4. Withhold further awards for the Program; or
 5. Take other remedies that may be legally available.
- B. HEARINGS, APPEALS: In taking an enforcement action, City will provide Contractor an opportunity for such hearing, appeal or other administrative proceeding to which the Contractor is entitled under any statute or regulation applicable to the action involved.
- C. EFFECTS OF SUSPENSION AND TERMINATION: Costs incurred by Contractor during a suspension or after termination of an award are not allowable unless City expressly authorizes them in the notice of suspension or termination or subsequently. Other Contractor costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by Contractor before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable; and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. RELATIONSHIP TO DEBARMENT AND SUSPENSION: The enforcement remedies identified in this section, including suspension and termination, do not preclude Contractor from being subject to 2 CFR part 2424 (see 24 CFR §85.35).

Section 10. Laws, Regulations, Fees, Taxes

- A. All eligible recipients are required to have an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>) pursuant to 2 CFR Part 25.
- B. Contractor shall carry out its responsibilities pursuant to this Agreement in accordance with all applicable Federal, State and Local laws and all policies, procedures, regulations and requirements as HUD, State, Treasury, and City from time to time prescribe.

- C. 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.
- D. Contractor shall pay all fees and taxes as required by law.
- E. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.