



**REQUEST FOR PROPOSALS (RFP)
R163791**

**HOME – American Rescue Plan Program (HOME-ARP)
Provision of Supportive Services
For Persons At-Risk of or Experiencing Homelessness
and Other Vulnerable Populations**

Date Issued

August 31, 2023

**Proposal Submittal Due Date
Monday, October 2, 2023 @ 2:00 pm PST**

CITY OF SANTA ROSA
Provision of Supportive Services

KEY ACTION EVENTS AND DATES

RFP responses must be received through PlanetBids by **2:00 p.m.** on **Monday, October 2, 2023**. The City of Santa Rosa (City) shall not be responsible for any delays on delivery.

This RFP will be governed by the following estimated schedule, subject to change:

RFP Issued	August 31, 2023
Pre-submission Conference	September 6, 2023 at 4 p.m.
RFP Questions to Staff	September 11, 2023 by 5 p.m.
Responses to RFP Questions	September 15, 2023
RFP Due	October 2, 2023 by 2 p.m.
Convene Evaluation Committee by	October 12, 2023
Contract Drafting	November 2023
City Council Initial Contract Funding Awards (tentative)	November 28, 2023
Contracts Fully Executed	January 1, 2024

The City reserves the right to change schedule of events without prior notice. Changes, if any, will be communicated via PlanetBids.

Inquiries or Questions and/or Requests for Clarification

All Supportive Services Providers (Providers) interested in submitting an RFP must address any questions or requests for clarification of the RFP via the PlanetBids website during the open period as outlined in Key Action Events and Dates. Questions will only be accepted through PlanetBids. Any City response to questions posed during the open period will be distributed per the schedule, and if responses result in a change to the RFP, it will be made in the form of an addendum to the RFP and will be distributed via PlanetBids.

GENERAL INFORMATION

1. PURPOSE

The City is seeking proposals from qualified and experienced Providers to provide supportive services in accordance with the Scope of Services indicated herein for Fiscal Years 2023/2024 and 2024/2025. Providers must have capacity to implement programs by January 1, 2024. Based on the Providers' performance in Fiscal Years 2023/2024 and 2024/2025, the City may elect to extend supportive services programs in subsequent years subject to available funding. The City reserves the right to select one or multiple organizations for supportive services programs.

Providers may consider applying as a collaborative of partnering agencies, comprised of a Lead Agency with partner agencies to assist with the delivery and administration of supportive services. The Lead Agency must be a provider with the capacity to administer and distribute sub-grants to partner agencies on a regular basis and be the sole administrator of any financial assistance. This capacity should be supported by proof of program management abilities. The Lead Agency will be responsible for submitting all reports to the City on services provided and shall be the primary point of contact representing the larger supportive services collaborative.

2. BACKGROUND

In Fiscal Year 2021/2022, the City was awarded \$2.7 million in HOME Investment Partnerships – American Rescue Plan (HOME-ARP) funds by the U.S. Department of Housing and Urban Development (HUD). The one-time funds must benefit qualifying individuals and families who are homeless, at risk of homelessness, fleeing domestic violence, dating violence, sexual assault, stalking, or human trafficking, part of other populations where providing supportive services or assistance would prevent a family's homelessness or would serve those with the greatest risk of housing instability, or veterans and families that include a veteran family member that meet the preceding criteria, through defined eligible activities.

Through HUD's required consultation and public participation process, the City developed a HOME-ARP Allocation Plan which identified the use of HOME-ARP funds for supportive services, specifically focusing on homelessness prevention. Additionally, homelessness prevention is identified in the City's [Homelessness Solutions Strategic Plan](#) as a key strategy to reduce homelessness.

Of the \$2,737,433 HOME-ARP award, \$2,326,819 is available through this RFP: \$2,189,947.35 for the provision of supportive services plus \$136,871.65 for non-profit operating costs; the remainder will be used for administration by the City. Further details on eligible project delivery costs and eligible non-profit operating costs are provided in Section 4, Scope of Services.

3. TERM

Contracts for services will be between the selected Provider(s) and the City. The City anticipates that the initial term of the contract will be from January 1, 2024 through June 30, 2025 ("Initial Term"). The City will consider renewing the contract in subsequent years based on factors including Provider's performance, compliance with HOME-ARP requirements, and funding availability. HOME ARP funds are one-time and must be fully expended by December 31, 2029.

At the end of the Initial Term and any renewal term for subsequent years, the City may in its sole discretion, choose to: 1) renew the contract for additional year(s); 2) award contract to a different provider based on proposals received from this RFP; 3) seek proposals from other service providers; 4) modify the scope of services; and/or 5) assign responsibilities to City staff.

4. SCOPE OF SERVICES

The scope of work, further detailed in **Attachment A**, is intended to provide supportive services to qualifying populations.

Services **must** be used to benefit the HOME-ARP Qualifying Populations and the services **must** be available to **all** qualifying populations under the HOME-ARP program, as defined by HUD in the [U.S. Department of Housing and Urban Development's \(HUD\) Notice CPD-21-10](#) (HOME-ARP Final Notice¹) and summarized as follows:

- Homeless;
- At-risk of homelessness;
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking;
- Other populations at risk of homelessness due to housing instability;
- Veterans and families that include a veteran family member that meet one of the preceding criteria

Provider will be required to set forth a certification and selection process to ensure that individuals and families receiving the supportive services meet the eligibility requirements.

Provider must establish a waiting list for the activity(ies). All qualifying individuals and/or families must have access to apply for placement on the waiting list for the activity. Qualifying individuals or families on a waiting list must be accepted in chronological order, insofar as practicable.

Eligible activities for provision of supportive services fall under three primary categories as defined by HUD in the [HOME-ARP Final Notice](#) and summarized below:

- McKinney-Vento Supportive Services;
- Homelessness Prevention Services; and
- Housing Counseling Services

¹ HOME-ARP Final Notice can be found at <https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf>

The supportive services that are eligible uses under these categories for HOME-ARP funds include, but are not limited to:

- The establishment and operation of childcare services for families experiencing homelessness;
- The establishment and operation of an employment assistance program, including providing job training;
- The provision of outpatient health services, food and case management;
- The provision of assistance in obtaining permanent housing, employment counseling and nutritional counseling;
- The provision of outreach services, advocacy, life skills training, and housing search and counseling services;
- The provision of mental health services, trauma counseling and victim services;
- The provision of assistance in obtaining other Federal, State or Local assistance available for residents of supportive housing (including mental health benefits, employment counselling, and medical assistance);
- The provision of legal services for purposes including requesting reconsiderations and appeals of veteran's and public benefit claim denials and resolving outstanding warrants that interfere with an individual's ability to obtain and retain housing;
- Transportation services that facilitate an individual's ability to obtain and maintain employment; and
- Other supportive services necessary to obtain and maintain housing

Reporting Requirements: During the initial term, Provider must submit comprehensive monthly reports to the City by the 15th day of the following month. Monthly reports must document the activities from the previous month consistent with the Scope of Services for the respective program and certify that the services were made available to all Qualifying Populations. After the Initial Term and at its sole discretion, the City may allow Provider during subsequent years to submit comprehensive quarterly reports to the City by the 15th day of the month following the close of the quarter, instead of monthly reports. The quarterly reports must follow the same format and contain the same information as the monthly reports required during the Initial Term.

HOME-ARP funds are federal financial assistance and, therefore, are subject to federal funding requirements detailed in Federal Provisions (**Attachment E**) and [HOME-ARP Final Notice](#) Section VII. This includes compliance with environmental review requirements under the National Environmental Policy Act of 1969 (NEPA), NEPA related laws and authorities, and the implementing regulations (24 CFR Part 58).

5. GENERAL QUALIFICATIONS

To effectively provide the services outlined in this RFP, the Provider must have at least three years of experience in developing, implementing, and administering supportive services programs, and must demonstrate the following:

1. Non-profit organizations must have achieved or expect to achieve IRS Section 501(c)(3) tax-exempt non-profit status and California Revenue and Taxation Code tax-exempt non-profit status before entering into any future contract with the City.

2. Entities doing business with the federal government will use a Unique Entity Identifier (UEI) number created on the System of Award Management (SAM) website at www.SAM.gov.
3. Demonstrated history providing similar services to City and partner agencies – County of Sonoma, Sonoma County Continuum of Care (CoC), State of California and federal agencies – or other comparable entities.
4. Expertise in delivering services integrating the principles of Housing First, Harm Reduction, Seeking Safety, Trauma-Informed Care, Motivational Interviewing, Peer Support, and other evidence-based practices.
5. Experience in providing or coordinating supportive services that are similar in nature to HOME-ARP eligible activities to all qualifying populations. Any subcontracted services should be clearly identified. A Lead Agency must identify all partner agencies.
6. Ability to be a partner with City staff, the community, and stakeholders.
7. Experience with the Homeless Management Information System (HMIS) and Coordinated Entry.
8. Ability to comply with HOME-ARP regulatory requirements.
9. Exceptional customer service skills.
10. Capacity to provide responsive services to the City.
11. Experience providing culturally responsive services to vulnerable populations.

6. PROPOSAL FORMAT GUIDELINES

Proposals must be submitted following the provided template (**Attachment B**), in the order and format specified. This is necessary so that all proposals may receive fair and consistent evaluation. Proposals that do not follow the required format may not be considered. Information must be at a level of detail that enable effective evaluation. Proposal should be typed and should contain no more than 10 pages using a 12-point font size. The page count will not include attachments. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the proposed program.

If applying as a collaborative of partnering agencies, the Lead Agency must complete the provided template (Attachment B) and submit the proposal.

7. PRE-PROPOSAL CONFERENCE AND QUESTIONS

Pre-submission conference will be held virtually on **September 6, 2023**. Providers are invited to attend this optional conference scheduled on **September 6, 2023 at 5 p.m. PST**. **To attend this meeting, join at <https://srcity-org.zoom.us/j/89692831827?pwd=NTU1T0FVYVVSK0JoZTILYzBucVQ3UT09>**. **To call in by phone, dial +16692192599; meeting ID: 896 9283 1827.**

A recording of the clarifications raised in the pre-submission conference will be posted to the City's PlanetBids page. Providers are required to submit all questions related to the RFP through PlanetBids by **5 p.m. on September 11, 2023**. Answers to timely submitted questions will also be posted to the City's PlanetBids page in accordance with the Schedule set forth above.

It is the responsibility of each Provider to check for any RFP addendums, question and answer postings, and other updates posted regarding this RFP.

7. PROCESS FOR SUBMITTING PROPOSALS

Providers shall submit one electronic PDF file using the provided proposal template (**Attachment B**) to PlanetBids no later than **2 p.m. on October 2, 2023**. Failure to provide all required submittals may result in a proposal being found non-responsive and not given consideration. **Late proposals will not be considered under any circumstance.**

Note: *It is strongly recommended that electronic submissions be uploaded per the instructions contained within bid/RFP no later than two (2) hours prior to the stated deadline. City is not responsible for attempting to resolve any technical issues occurring two (2) hours before the submission deadline, nor is City responsible for incomplete or late submissions.*

Late proposals will not be considered under any circumstance. Providers shall be solely responsible for its delivery to the City prior to the date and hour set forth herein. Any proposals received after the date and hour set forth herein, because of any reason, will not be considered.

The City reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished, or where indirect or incomplete answers to information is provided. The City reserves the right to reject any or all of the proposals received, to negotiate with qualified Providers, or to cancel the request for proposals in part or in its entirety without explanation to the Providers.

The City reserves the right to revise or amend the request for proposal up to the time set for opening of proposals. Such revisions shall be announced by Addendum to this solicitation. All Addendums and additional information will be posted to the City's Official web link on Planet Bids.

8. EVALUATION CRITERIA

Funding awards are intended to be recommended to proposals that are determined to provide the best overall program services within a reasonable pricing structure. The City reserves the right to reject all proposals, or any proposal that is not responsive to the RFP. Proposals will be evaluated objectively in accordance with the competitive scoring rubric below, based on overall completeness and quality of the proposal, quality of references/supplemental materials, and any other factors the evaluation committee deems relevant.

Criteria	Section in Application Template (Attachment B)	Maximum Points
Proven delivery of supportive services that are similar in nature to HOME-ARP eligible activities and ability to serve all qualifying populations	Section 2.1 and 3.1	20
Organizational Capacity – Demonstrates infrastructure and experience to deliver supportive services described in this RFP	Section 2.1 - 2.3	20
Financial Reasonability – Demonstrates financial reasonability through allocation of resources in the budget template; template is clear, thorough, and provides justification for all budget line items, including indirect; all expenses listed are eligible as described in this RFP.	Section 4.1 – 4.3	20
Proven ability in delivering accurate data in compliance with reporting requirements (local, CoC, federal, State, etc.,)	Section 2.2 and 3.0	15
Best Practices - Demonstrates experience providing supportive services described in this RFP in alignment with best practices.	Section 2.4 and 3.1-3.4	10
Strategic Goals – Alignment with Homelessness Solutions Strategic Plan	Section 1	5
Client Engagement/Feedback – Policies/procedures for engaging clients and seeking feedback.	Section 2.3	5
Other ¹		5
TOTAL		100
Bonus Points – Programs that include Homeless Prevention Services as defined in the HOME-ARP Final Notice to Qualifying Populations. (See Attachment A for further details)		10

In the event of a tied score, the proposal with the highest score in the Organizational Capacity category will be recommended for funding.

Providers must be willing to accept the terms of City's Standard Agreement (**Attachment C**) and Federal Provisions (**Attachment E**), fulfill all HOME-ARP program requirements as dictated by HUD, and to provide the insurance required by the City.

All proposals submitted are subject to disclosure under the California Public Records Act. Where Providers desire to claim portions of its proposal exempt from disclosure they must be clearly labeled "confidential". The City will make final decisions concerning release based on

¹ "Other" may include the completeness and quality of proposal, quality of references/supplemental materials, and any other factors the evaluation committee deems relevant.

applicable law. Assertions by Providers that the entire proposal or large portions are confidential will not be honored.

In its sole discretion, the City reserves the right to reject any or all proposals received, to amend, modify, reject, negotiate, or accept any portion of proposal(s) received, to waive any irregularities or informalities in the proposal process and/or to contract with multiple Providers.

Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Providers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Provider or withdraw the RFP.

9. STANDARD TERMS AND CONDITIONS

Precontract Costs - The cost for developing the proposal is the sole responsibility of the Provider. The City is not liable for any costs incurred by an applicant prior to issuance of or entering into a formal agreement or contract, or purchase order. All proposals submitted become the property of the City.

Contract Discussions – Provider must be willing to enter into a contract with the City, in substantially the same form as **Attachment C** Standard Agreement, obtain insurance coverages as outlined in **Attachment D** Insurance Requirements to Grant Agreements and be prepared to fulfill the requirements in **Attachment E** Federal Provisions. The City will participate in good faith negotiations with Provider.

Please carefully review the Sample Agreement and Insurance Requirement (Attachment C and Attachment D), in the next section of the RFP below, before responding to the RFP enclosed herein. Your response to the RFP must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the RFP.

Confidentiality Requirements - The staff members assigned to this project are required to sign a non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.

“All proposals, responses, inquiries, or correspondence relating to this RFP, and all reports, charts, and other documentation submitted by Providers (other than materials submitted as and qualifying as trade secrets under California Law as identified in the proposal) shall become the property of the City when received. The entire proposal shall be subject to the public records laws of the State of California except where a proper trade secrets exception has been made by the Provider in accordance with the procedures allowed by California and Federal Law and marked in bold “Confidential.”

Note: If proprietary/confidential information is identified in the original proposal, a redacted copy of the proposal must be submitted with the original and provided on a thumb drive, marked as “Redacted Copy”. Otherwise, all proposals will be made subject to public record in its original form.

Financial Information – If the City is concerned about Provider’s financial capability to perform, the City may ask Provider to provide sufficient data to allow for an evaluation of the Provider’s financial capabilities.

Insurance Requirements - Provider shall maintain in full force and effect all the insurance coverage described in, and in accordance with, Attachment D, “Insurance Requirements”, which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment D is a material element of this Agreement and a material part of the consideration provided by Provider in exchange for the City’s agreement to make the payments prescribed hereunder. Failure by Provider to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Provider, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Provider to maintain required insurance coverage shall not excuse or alleviate Provider from any of its other duties or obligations under this Agreement. In the event Provider, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Provider shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment D.

Registration – Providers must be registered to do business in the State of California, have a current City of Santa Rosa Business Tax certification and meet insurance requirements approved and on file before a contract will be awarded.

10. QUESTIONS

For information concerning RFP procedures, interested parties may contact Sasha Cohen, Housing and Community Services Program Specialist at scohen@srcity.org or (707) 543-4314.

11. PROTEST PROCEDURES

Providers may file a “protest” to an RFP with the City’s Purchasing Department via email to Purchasing Agent Brandalyn Tramel, btramel@srcity.org For a protest to be considered valid, the protest must:

1. Protest as to RFP process must be filed in writing within the third business day following the posting of Notice of Intent to Award;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's Purchasing Agent shall review the basis of the protest and all relevant information. The Purchasing Agent will provide a written decision to the protestor within ten (10) business days from receipt of protest. The decision from the Purchasing Agent, or her/her designee, is final and no further appeals will be considered.

Attachments:

- A – Scope of Services
- B – Application Template – Supportive Services Programs
- C – City of Santa Rosa Form of Standard Grant Agreement for Homeless Services
- D – Insurance Requirements to Grant Agreements
- E – Federal Provisions

Attachment A

Scope of Services

The Scope of Services is intended to provide supportive services to qualifying individuals or families aligned with [U.S. Department of Housing and Urban Development's \(HUD\) Notice CPD-21-10](#) (HOME-ARP Final Notice¹) and [City of Santa Rosa's HOME-ARP Allocation Plan](#).

1. Qualifying Populations

Services **must** be used to benefit the HOME-ARP Qualifying Populations and the services **must** be available to **all** qualifying populations under the HOME-ARP program. These populations are described in detail in [HOME-ARP Final Notice](#) Section IV and summarized as follows:

- Homeless, as defined in [24 CFR 91.5 Homeless](#) (1), (2), or (3);
- At risk of Homelessness, as defined in [24 CFR 91.5 At risk of homelessness](#);
- Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking as defined by HUD;
- Other populations where providing supportive services or assistance under section 212(a) of the HOME Act [42 U.S.C. § 12742 \(a\)](#) would prevent the family's homelessness or would serve those with the greatest risk of housing instability;
- Veterans and families that include a veteran family member that met one of the proceeding criteria.

Provider will be required to set forth a certification and selection process to ensure that individuals and families receiving the supportive services meet the eligibility requirements.

Provider must establish a waiting list for the activity(ies). All qualifying individuals and/or families must have access to apply for placement on the waiting list for the activity. Qualifying individuals or families on a waiting list must be accepted in chronological order, insofar as practicable.

2. Eligible Activities

Provider may provide a broad range of supportive services to qualifying individuals or families as a separate activity or in combination with other eligible activities.

Eligible activities for provision of supportive services fall under three primary categories as defined by HUD in the [HOME-ARP Final Notice](#):

- McKinney-Vento Supportive Services, services listed in section 401(29) of the McKinney-Vento Homeless Assistance Act [42 U.S.C. 11360\(29\)](#);
- Homelessness Prevention Services, as described in [HOME-ARP Final Notice](#) Section VI.D.3. and Section VI.D.4; and
- Housing Counseling Services.

The supportive services that are eligible uses under these categories for HOME-ARP funds include, but are not limited to:

¹ HOME-ARP Final Notice can be found at <https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf>

- The establishment and operation of childcare services for families experiencing homelessness;
- The establishment and operation of an employment assistance program, including providing job training;
- The provision of outpatient health services, food and case management;
- The provision of assistance in obtaining permanent housing, employment counseling and nutritional counseling;
- The provision of outreach services, advocacy, life skills training, and housing search and counseling services;
- The provision of mental health services, trauma counseling and victim services;
- The provision of assistance in obtaining other Federal, State or Local assistance available for residents of supportive housing (including mental health benefits, employment counselling, and medical assistance);
- The provision of legal services for purposes including requesting reconsiderations and appeals of veteran's and public benefit claim denials and resolving outstanding warrants that interfere with an individual's ability to obtain and retain housing;
- Transportation services that facilitate an individual's ability to obtain and maintain employment; and
- Other supportive services necessary to obtain and maintain housing

If a person is homeless, then the person is eligible to be provided the supportive services as McKinney-Vento supportive services for the costs allowable below. If a person is housed and the supportive services are intended to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing to achieve stability in that housing, then the person is eligible for homelessness prevention services for the costs allowable below. Housing Counseling services may be provided regardless of whether a person is homeless or currently housed.

3. Eligible Costs

Eligible costs for supportive services under McKinney-Vento Supportive Services or Homeless Prevention Services include costs associated with the following services (further detailed in [HOME-ARP Final Notice](#) Section VI.D.4.c.i.):

- | | |
|---|--|
| <ul style="list-style-type: none"> • Child care; • Education services; • Employment assistance and job training; • Food; • Housing search; • Counseling services; • Legal services; • Life skills training; • Mental health services; • Outpatient health services; • Outreach services; | <ul style="list-style-type: none"> • Substance abuse treatment services; • Transportation; • Case management; • Mediation; • Credit repair; • Landlord/Tenant Liaison; • Services for special populations, such as victim services; • Financial assistance costs; and • Short-term and medium-term financial assistance for rent. |
|---|--|

Services may include financial assistance to pay housing owners, utility companies, and other third parties for the following costs, as applicable:

- Rental application fees;
- Security deposits;
- Utility deposits/payments;
- Moving costs;
- First and last month's rent;
- Payment of rental arrears; and
- Rental payments, not to exceed 24 months over any 3-year period subject to conditions described in [HOME-ARP Final Notice](#) Section VI.D.4.c.i.S.

Eligible costs associated with Housing Counseling under [24 CFR 5.100 and 5.111](#) include costs associated with services listed in [24 CFR part 214](#) including but not limited to the following services (further detailed in [HOME-ARP Final Notice](#) Section VI.D.4.c.ii.):

- Staff salaries and overhead costs of HUD-certified housing counseling agencies related to directly providing eligible housing counseling services to HOME-ARP program participants;
- Development of a housing counseling workplan;
- Marketing and outreach;
- Intake;
- Financial and housing affordability analysis;
- Action plans that outline what the housing counseling agency and the client will do to meet the client's housing goals and that address the client's housing problem(s); and
- Follow-up communication with program participants.

Eligible HOME-ARP topics under Housing Counseling include Rental Housing Counseling Topics under [24 CFR 214/300\(e\)\(4\)](#), Pre-Purchase Homebuying Topics under [24 CFR 214/300\(e\)\(1\)](#), and Homeless Services Topics under [24 CFR 214/300\(e\)\(5\)](#).

Housing Counseling surrounding resolving or preventing mortgage delinquency or home maintenance and financial management for homeowners are ineligible.

The costs of implementing a specific activity or project, including staff costs to deliver supportive services, are considered HOME-ARP project delivery costs. Project delivery costs will include: 1) The costs of labor or supplies and materials incurred in directly providing supportive services to program participants. 2) The salary and benefit packages of the staff who directly deliver the services.

Operating expenses are defined as reasonable and necessary costs of operating the nonprofit organization. These costs include employee salaries, wages and other employee compensation and benefits; employee education, training, and travel; rent; utilities; communication costs; taxes; insurance; equipment, materials, and supplies. Operating expenses are to be used for the "general operating costs" of the non-profit organization that do not have a particular final cost objective. For example, operating expenses may not be used for staffing costs to provide supportive services.

4. Reporting Requirements

During the initial term, Provider must submit comprehensive monthly reports to the City by the 15th day of the following month. Monthly reports must document the activities from the previous month consistent with the Scope of Services for the respective program and certify that the services were made available to all Qualifying Populations. After the Initial Term and at its sole discretion, the City may allow Provider during subsequent years to submit comprehensive quarterly reports to the City by the 15th day of the month following the close of the quarter, instead of monthly reports. The quarterly reports must follow the same format and contain the same information as the monthly reports required during the Initial Term.

After the Initial Term and at its sole discretion, the City may allow Provider during subsequent years to submit comprehensive quarterly reports to the City by the 15th day of the month following the close of the quarter, instead of monthly reports. The quarterly reports must follow the same format and contain the same information as the monthly reports required during the Initial Term.

5. Federal Requirements

HOME-ARP funds are federal financial assistance and, therefore, are subject to federal funding requirements detailed in Federal Provisions (Exhibit E) (**Attachment E**) and [HOME-ARP Final Notice](#) Section VII.

Attachment B

Application Template – Supportive Services Programs

1. Applicant Information

Lead Agency to complete, if applying as a collaborative of partner agencies. Responses should reflect Lead Agency's experience to deliver services outlined in this RFP and capacity to administer and distribute sub-grants to partner agencies supported by proof of program management abilities.

Agency Name			
Agency Mission			
Federal ID#		Non-profit organizations must have achieved or expect to achieve IRS Section 501(c)(3) tax-exempt non-profit status and California Revenue and Taxation Code tax-exempt non-profit status before entering into any future contract with the City.	
Unique Entity Identifier #		Entities doing business with the federal government must use a Unique Entity Identifier (UEI) number created on the System of Award Management (SAM) website at www.SAM.gov .	
Address			
Contact Name			
Contact Phone		Contact Email	
Timeline	<input type="checkbox"/> Capacity to implement Program by January 1, 2024		
Qualifying Populations	<input type="checkbox"/> Capacity to serve all qualifying populations (See Attachment A)		

Strategic Plan Key Strategies Alignment <i>Mark all that apply</i>	<input type="checkbox"/> 1.1 Prevent Homelessness <input type="checkbox"/> 1.2 Enrich and Expand Mobile Outreach Services <input type="checkbox"/> 1.4 Expand Housing Solutions <i>Includes expanding services and supports to help people secure housing</i> <input type="checkbox"/> 1.6 Support People to Retain Housing
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2. Organizational Capability and Experience

- 2.1 Describe agency's experience, organizational capability, and infrastructure to deliver the services, as described in this RFP.
- 2.2 Describe the agency's experience working with Government entities (City, County of Sonoma, Continuum of Care, State of California, and federal agencies). *Please include experience meeting financial and reporting requirements.*
- 2.3 Describe the agency's experience working with the qualifying populations and diverse individuals. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery. Include the agency's approach to engage clients and incorporate feedback received into program planning and implementation.
- 2.4 Describe the agency's experience in integrating the principles of Housing First, Harm Reduction, Seeking Safety, Trauma-Informed Care, Motivational Interviewing, Peer Support, or any other evidence-based practices into service delivery that describes how it is qualified to provide the services. *Please include agency's implementation of these principles, for example, how you accept and exit participants, and reduce barriers to program entry.*
- 2.5 Provide current Board of Directors roster and agency's organizational chart.

3. Description of Services

Program Delivery <i>Mark all that apply</i>	<input type="checkbox"/> Direct Services <input type="checkbox"/> Subcontracted Services (List all potential subcontractor names and services provided. If applying as a Lead Agency, please identify all partner agencies.)
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<p>Program Structure <i>Mark all that apply.</i></p> <p>Please submit any relevant materials as a reference for this RFP, demonstrating ability to draft program procedures.</p>	<p><input type="checkbox"/> Program Rules and Regulations <i>(including program manuals, code of conduct, client feedback, reasonable accommodation, grievance procedure, etc.)</i></p> <p><input type="checkbox"/> Language Services</p> <p><input type="checkbox"/> Conflict of Interest Policies</p> <p><input type="checkbox"/> Drug Free Workplace Policies</p> <p><input type="checkbox"/> Reporting Requirements <i>(Including experience with the Homeless Management Information System (HMIS), Coordinated Entry (CE) and City or partner agencies – County, CoC, State and Federal).</i></p> <p><input type="checkbox"/> Other:</p>
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3.1 Describe the agency’s plan to provide the services as described in the RFP. Include the estimated number of households to be served over 12 months and anticipated outcomes. Make note of any challenges that may arise and how the agency plans to mitigate such issues that demonstrates it is qualified to provide the services.

3.2 Describe agency’s proposed staffing structure, including brief job descriptions, qualifications, and training that demonstrates it is qualified to provide the services.

3.3 Describe how the agency will set forth a certification, selection, and waiting list process as describe in the RFP. Please include experience developing and implementing a certification, selection, and waiting list process

4. Budget and Financial Management

4.1 Complete the Operating Budget below. This is a sample budget. Applicants may make edits so long as the budget is complete and responsive. Any subcontracted services should be identified in the budget.

Supportive Services Operating Budget	
Salaries and Benefits	\$
Financial Assistance (rental application fees, security deposits, rental/utility payments, moving costs)	\$
Outreach: Urgent Assistance (blankets, clothes, toiletries)	\$
Meals/Food	\$
Child Care	\$
Transportation	\$
Telecommunications	\$
Program Supplies	\$
Marketing	\$
Indirect Costs 5% (operating expenses described in Attachment A)	\$
Total	\$

4.2 Submit a comprehensive budget narrative. *Including how the Agency plans for the use of miscellaneous and indirect funds.*

4.3 Submit agency's most recent audited financial statement or, if you do not conduct an audit, your most recent year-end financial report.

Certifications

The proposal shall be signed by an individual authorized to execute legal documents on behalf of the applicant. Failure to provide all required submittals may results in a proposal being found non-responsive and not given consideration.

I understand that the City reserves the right to modify agreement requirements at the time of funding and/or during the agreement negotiations; that an agreement may be negotiated for a portion of the amount requested and/or with multiple applicants; that funding sources are subject to change; and that there is no agreement until a written grant/contract has been signed by both parties and approved by all applicable City agencies.

Signature of authorized representative:

Name: _____

Title: _____

Signature: _____

Date: _____

Attachment C

GRANT AGREEMENT FOR

[NAME OF PROGRAM]

[NAME OF CONTRACTOR]

This Agreement is made this ____ day of _____, 20[YR] by and between the **CITY OF SANTA ROSA** (City) and [NAME OF CONTRACTOR], a California non-profit corporation (Contractor).

RECITALS

- A. [Recitals appropriate to contract go here.]
- B. City wishes to fund the Program, using Federal HOME Investment Partnerships - American Rescue Plan (HOME-ARP) and funds. [INSERT OTHER FUNDS AS APPROPRIATE]
- 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.

AGREEMENT

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 initial term of this Agreement shall commence on July 1, 20[YR] and end on June 30, 20[YR].

3. GRANT

- A. Notwithstanding any other provision of this Agreement, Program funding from City to Contractor shall not exceed [Budget amount in word form] ([Amount in numeral form]) for the period of July 1, 20[YR] through June 30, 20[YR]. The City's Chief Financial Officer is authorized to pay all proper claims from Fund [Fund] and Key [Key].
- 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) 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 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 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. 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.

9. 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. 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.

15. 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.

16. PROGRAM MONITORING AND EVALUATION

a. 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**.

b. Each year this Agreement is in effect, 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 D**.

17. ASSIGNMENT

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

18. 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.

19. 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.
 - 6. 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 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.

C. 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.

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

20. 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:
[Name of Contractor]

[Mailing Address of Contractor]

21. ENTIRE AGREEMENT

This agreement is the entire Agreement between the parties.

22. 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.

23. 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.

28. 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.

29. 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.

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

CONTRACTOR

[Name of Contractor]

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Taxpayer ID # _____

CITY OF SANTA ROSA

A Municipal Corporation

By _____

Name: Megan Basinger

Title: Housing & Community Services
Director

ATTEST _____

City Clerk

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: Homeless Management Information System (HMIS)

Exhibit D: Quarterly Status Report Form

Exhibit E: Federal Provisions

ATTACHMENT D

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS

- A. Insurance Policies:** Consultant 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 Consultant 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	Consultant 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 Consultant, 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.

Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

- a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant'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 Consultant'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: Consultant 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 Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant 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 Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant 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.

Attachment 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) and/or State and Local Fiscal Recovery Funds (SLFRF) 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.
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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 and/or SLFRF 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 E. 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 E. The quarterly reports shall be compiled into an annual cumulative report and submitted to City by Contractor at the end of each fiscal year, no later than July 31st. The cumulative report shall also include the following information:

- i. The number of clients with new or continuing access to the service or benefit provided;
- ii. The number of clients with improved access to the service or benefit provided; and
- iii. The number of clients that receive the service or benefit that is no longer substandard.
- iv. The number of beds created in overnight shelter or other emergency housing.

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) and/or SLFRF regulations (31 CFR § 35).

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:

- i. the number or proportion of LEP persons eligible to be served or likely to be applying for program services;
- ii. the frequency with which LEP persons utilize these programs and services;
- iii. the nature and importance of the program, activity, or service provided; and
- iv. 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:
 - i. Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action;
 - ii. 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);
 - iii. Wholly or partly suspend or terminate the current award for Contractor's Program;
 - iv. Withhold further awards for the Program; or
 - v. 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:
 - i. 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
 - ii. 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. 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.
- 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.
- c. Contractor shall pay all fees and taxes as required by law.