

REQUEST FOR QUALIFICATIONS

American Recovery and Reinvestment Act of 2009



COUNTY of SONOMA / CITY OF SANTA ROSA

HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM (HPRP)



The County of Sonoma, Sonoma County Community Development Commission, and the City of Santa Rosa do not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Requests for alternate formats may be made by contacting Jenny Helbraun Abramson, Continuum of Care Coordinator, at (707) 824-2852.

This information can also be accessed via the internet at: <http://ci.santa-rosa.ca.us/doclib/Documents/RFQ.pdf>

TABLE OF CONTENTS

SECTION 1 — INTRODUCTION AND OVERVIEW

A. INTRODUCTION	3
B. PROJECT BACKGROUND AND DESCRIPTION	4
C. THE GRANTING PROCESS	8
D. SUBMITTAL OF QUALIFICATIONS	9
E. RESPONDENT’S CONFERENCE	10
F. SCHEDULE OF KEY ACTION DATES	10
G. FORMS OF CONTRACT	10

SECTION 2— CONTENT OF SUBMISSIONS

A. GENERAL INSTRUCTIONS	11
B. OTHER INFORMATION	12
C. SCORING CRITERIA & SUBMISSION REVIEW	13
D. APPEAL PROCESS	13
E. REFERENCES	13

SECTION 3—APPENDICES

APPENDIX A: COUNTY OF SONOMA SAMPLE CONTRACT	14
APPENDIX B: CITY OF SANTA ROSA SAMPLE CONTRACT	26
APPENDIX C: HPRP REQUIREMENTS OF CONTRACTORS PROVIDING DIRECT SERVICES	32
APPENDIX D: GENERAL CERTIFICATIONS	37

SECTION 4—SUBMISSION OF QUALIFICATIONS (FORMS)	39
--	----

**Section 1:
Introduction and Overview**

County of Sonoma/City of Santa Rosa
Homelessness Prevention and Re-Housing Program
RFQ Issuance Date: June 17, 2009

Title: County of Sonoma / City of Santa Rosa Homelessness Prevention and Rapid Re-Housing Program (HPRP)

Date Issued: June 17, 2009

Deadline for Submissions: July 17, 2009

Section 1: Introduction and Overview

Purpose and Background of Request for Qualifications (RFQ)

A. Introduction

1. The Homelessness Prevention and Rapid Re-Housing Program (HPRP)

Stemming from the federal economic stimulus initiative, the purpose of HPRP is to provide homelessness prevention assistance to households that would otherwise become homeless—many due to the economic crisis—and to provide assistance to rapidly re-house persons who are homeless as defined by the McKinney-Vento Homeless Assistance Act. These resources must be targeted and prioritized to serve households that are most in need of this temporary assistance and are most likely to achieve stable housing, whether subsidized or unsubsidized, outside of HPRP after the program concludes.

HPRP is focused on housing for homeless and at-risk households. It will provide temporary financial assistance and housing relocation and stabilization services to individuals and families who are homeless or would be homeless but for this assistance. The funds under this program are intended to target two populations of persons facing housing instability: 1) individuals and families who are currently in housing but are at risk of becoming homeless and need temporary assistance to prevent them from becoming homeless or to move to another unit (prevention), and 2) individuals and families who are experiencing homelessness (residing in emergency or transitional shelters or on the street) and need temporary assistance in order to obtain housing and retain it (rapid re-housing).

The intent of HPRP assistance is to rapidly transition program participants to stability. HPRP assistance is not intended to provide long-term support for program participants, nor will it be able to address all of the financial and supportive services needs of households that affect housing stability. Rather, assistance is focused on housing stabilization, linking program participants to community resources and mainstream benefits, and helping them develop a plan for preventing future housing instability.

HPRP is not a mortgage assistance program. HPRP funds are only eligible to help program participants—whether they are renters or homeowners about to become homeless—pay for utilities, moving costs, security deposits and rent in a new unit, storage fees, rent and utilities in arrears, and other financial costs or services. HPRP funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

2. The Sonoma County/City of Santa Rosa HPRP

The County of Sonoma (County) has designated the Sonoma County Community Development Commission (SCCDC), and the City of Santa Rosa (City) has designated the Housing Authority of the City of Santa Rosa (Housing Authority) (hereinafter collectively referred to as "Jurisdictions"), to collaboratively solicit qualifications from non-profit community agencies to provide a variety of housing-related services to eligible individuals in Sonoma County who are at risk of homelessness or recently homeless, with Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds, for the period 9/1/09 through 8/31/11.

The goal in providing homelessness prevention and rapid re-housing services is to help eligible individuals who are at imminent risk of homelessness – or who have actually become homeless – to obtain or maintain housing.

All parties interested in applying to provide these services under contract with the Jurisdictions must meet the requirements specified in this RFQ. Respondents must have qualified staff on hand for this project and be ready to begin work on or before the project initiation date. This is a competitive Submission to select a Contractor who will carry out four of seven program elements. SCCDC will provide the three remaining program elements.

This RFQ outlines the information necessary to understand the Contractor selection process and the required documentation necessary for the submission of qualifications. The services required are delineated in the RFQ. The procurement of these services will proceed as follows:

1. Qualifications reviewed and evaluated by members of a Contractor Selection Committee
2. Recommendation to Sonoma County Board of Supervisors and the City of Santa Rosa Housing Authority
3. Board of Supervisors authorizes the Executive Director to enter into contract for the SCCDC, and the Housing Authority authorizes its Executive Director to enter into contract for the City
4. Communication of Award
5. Contract provisions finalized

The Jurisdictions have determined to plan and coordinate the Homelessness Prevention and Rapid Re-Housing Program as a single integrated program with each jurisdiction funding discrete elements of the overall program (hereinafter referred to as "Joint HPRP"). Eligibility for program services is not dependent on which jurisdiction funds the program; all program elements will serve all Sonoma County residents.

B. Project Background and Description

1. Sources of Funding for Homelessness Prevention and Rapid Re-Housing Services

The County and the City have been conditionally allocated HPRP funds of \$817,572 and \$516,527, respectively, for a total of \$1,334,099. These are McKinney-Vento homeless services funds that are governed by their own set of federal rules and regulations HUD published on March 19, 2009 (See www.hudhre.info/HPRP). The funding available through this RFQ is \$609,875:

- \$220,000 for Housing Relocation and Stabilization Services;
- \$375,000 to provide Client Financial Assistance; and
- \$14,875 for Administrative Expenses.

These are proposed funding levels. Recognizing unknowns of the current economic downturn, let alone for future market realities in a highly volatile environment, the Joint HPRP has budgeted a *range of dollars* to two forms of monetary assistance, Client Financial Assistance to be administered under contract pursuant to this RFQ and Rental Subsidies to be administered by SCCDC, rather than a fixed amount to each. The Joint HPRP will systematically collect data to assess and analyze trends and program effectiveness, re-evaluate the program elements quarterly and re-calibrate the monetary assistance budget elements as needed. Up to \$268,954 in additional funds for Client Financial Assistance may be available depending on the demonstrated efficiencies and effectiveness of the various components of the Joint HPRP.

Qualification submissions will only be accepted from service providers offering all services listed in this RFQ, as listed below in Item #2, 1 through 4. Multiple entities may submit a collaborative application with one Lead Entity designated to submit the application, enter into contract documents, and take responsibility for performance of, and compliance with, all program and fiscal requirements.

2. Homelessness Prevention and Rapid Re-Housing Services Program Elements

The Joint HPRP consists of seven program elements, of which three will be provided by the SCCDC and the Sonoma County Housing Authority (SCHA). The community-based contract services provider chosen through this RFQ will be required to work in close partnership with the SCCDC and City towards the success of the overall Joint HPRP. The program elements to be carried out by SCHA and the SCCDC are Program Administration; sliding scale Rental Subsidy assistance for a maximum of 18 months per household; and Data Collection, HMIS, & Evaluation. **Regulations mandate full HMIS participation by contract agencies as a condition of funding.**

Below, this RFQ addresses the **four categories of eligible activities** to be administered under contract for the Joint HPRP pursuant to this RFQ, designed to provide housing relocation and stabilization services, and financial assistance. These eligible activities are intentionally focused on housing—either services designed to keep people in housing or to find housing, or financial assistance to help pay for housing expenses.

1. HPRP Case Manager/Coordinator: This RFQ seeks an individual or a team of individuals working for a community-based agency, to act as “gatekeeper” for all HPRP activities including those provided by SCHA. All clients provided monetary assistance from Client Financial Assistance and/or rental subsidies) must have advance approval from the Case Manager/Coordinator to assure proper eligibility determination and data collection. The Case Manager/Coordinator individual or team will administer the Client Financial Assistance program directly. Rental subsidies provided by the SCHA will be by referral only from the Case Manager/Coordinator. Component services and activities should include: developing, securing, and coordinating services; monitoring and evaluating program participant progress; assisting program participants with critical skills related to household budgeting, money management, accessing a free personal credit report, and resolving

personal credit issues; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to HPRP services and monetary assistance. The Case Manager/Coordinator will provide services both to participants receiving assistance from the contract provider, *and* to those who are referred to SCHA for rental subsidies. The Case Manager/Coordinator is responsible for publicizing the availability of programs to make persons who are homeless or almost homeless aware of these and other available services and programs. The Case Manager/Coordinator will be responsible for ensuring data collection and for general coordination of the various HPRP elements and activities. \$60,000 is allocated to this position over 2 years.

2. HPRP Housing Placement Specialist: This function is dedicated to direct housing-specific client services only. The Housing Placement Specialist will primarily function to assist clients with obtaining appropriate and affordable housing and to provide client referrals to appropriate agencies and services, including building relationships with property managers and landlords and facilitating people getting into housing. Activities may include: tenant counseling; assisting individuals and families to understand leases; securing utilities; making moving arrangements; and arranging representative payee services concerning rent and utilities. \$60,000 is allocated to this position over 2 years.
3. Legal Services: This service is to ensure that program participants' rights are protected and assist people to stay in their homes. Legal services will be provided by an attorney or another person under the supervision of an attorney, to provide tenants with legal advice and representation in administrative or court proceedings related to tenant/landlord matters or housing issues, and to provide mediation with property owners and managers related to retaining housing. Legal services related to mortgages are not eligible. \$100,000 is allocated for these services over 2 years.
4. Client Financial Assistance - Homelessness Prevention: Financial assistance to a person or household, to avoid imminent homelessness. While conceptualized as homelessness prevention, individuals who are actually homeless are also eligible, if this type of assistance is appropriate. Eligible expenses include financial assistance to pay for: a rental unit security deposit, rent in arrears, utility deposits, utility payments, moving costs, and motel or hotel vouchers:
 - a) HPRP funds may be used to pay **up to 3 months rental assistance** for eligible program participants. The contract provider must evaluate whether this short-term assistance will enable the participant to avoid homelessness; if not, the participant must be referred to SCHA for medium-term rental subsidies, to emergency shelters, or to other resources as appropriate.
 - b) HPRP funds may be used to pay **up to 6 months of rental arrears** for eligible program participants. Rental arrears may be paid if the payment enables the program participant to remain in the housing unit for which the arrears are being paid or move to another unit. (If HPRP funds are used to pay rental arrears *and* rental subsidy, arrears must be included in determining the total period of the program participant's rental assistance, which may not exceed 18 months.)
 - c) HPRP funds may be used for **up to 18 months of utility payments**, including up to 6 months of utility payments in arrears, for each program participant, provided that the program participant or a member of his/her household has an account in his/her name with a utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts in his/her name from a utility company.

- d) HPRP funds may be used for reasonable **moving costs**, such as truck rental, hiring a moving company, or short-term storage fees for a maximum of 3 months or until the program participant is in housing, whichever is shorter.
- e) HPRP funds may be used for reasonable and appropriate **motel and hotel vouchers** for up to 30 days if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants.

Payments must be made to third party payees only (such as landlords, utility companies, etc.).

3. Eligible Program Participants

Two populations are eligible to be served with HPRP funds: persons who are still housed but at risk of becoming homeless, and persons who are already homeless. Contractor is responsible for verifying and documenting the individuals' risk of homelessness that qualifies them for receiving financial assistance. Similarly, Contractor should carefully assess a household's need and appropriateness for HPRP. If the household needs more intensive supportive services or long-term assistance, or if a household is not at risk of homelessness, Contractor should work to link them to other appropriate available resources.

4. Ineligible and Prohibited Activities

HPRP funds may not be used to pay for any of the following items: construction or rehabilitation; credit card bills or other consumer debt; car repair or other transportation costs; travel costs; food; medical or dental care and medicines; clothing and grooming; home furnishings; pet care; entertainment activities; work or education related materials; and cash assistance to program participants. HPRP funds may not be used to develop discharge planning programs in mainstream institutions such as hospitals, jails, or prisons. HPRP funds may not be used to pay for certifications, licenses, and general training classes. Programs may not charge fees to HPRP program participants. If funds are found to be used for ineligible activities as determined by HUD, the Contractor will be required to reimburse those funds.

5. PROGRAM FUNDING

Funding for the Joint HPRP for 2 years, and the source of each, is as follows:

**Section 1:
Introduction and Overview**

<u>Program Elements Subject to RFQ:</u>				
		City	County	Total
Case Manager/Coordinator	See B.2.1		\$60,000	\$60,000
Housing Placement Specialist	See B.2.2		\$60,000	\$60,000
Legal Services	See B.2.3		\$100,000	\$100,000
Client Financial Assistance*	See B.2.4	\$375,000		\$375,000
Gen. Admin (2.5% of above)		\$9,375	\$5,500	\$14,875
	TOTALS	\$384,375	\$225,500	\$609,875
<u>Future Funding to be Determined Based on Need*:</u>				
		City	County	Total
Client Financial Assistance or Rental Subsidy*	To RFQ or SCHA*	\$115,701	\$146,693	\$262,394
Gen Admin (2.5% of above)		\$2,893	\$3,667	\$6,560
	TOTALS	\$118,594	\$150,360	\$268,954

<u>Program Elements NOT Subject to RFQ:</u>				
		City	County	Total
Rental Subsidy*	by SCHA		\$400,000	\$400,000
Data Collection and Eval.	by SCCDC		\$10,000	\$10,000
Gen Admin		\$13,558	\$31,711	\$45,269
	TOTALS	\$13,558	\$441,711	\$455,269

		City	County	Total
<u>GRAND TOTALS</u>				
		\$516,527	\$817,571	\$1,334,098

* after 3-6 months of operations, City, County and Contractor will assess data to determine optimal allocation to direct client financial assistance, rental subsidies or a combination of both.

C. The Granting Process

1. Program Standards

All programs must conform to the relevant standards and assurances established by HPRP regulations and legislation (as per Subcontractor Requirements, Appendix C herein, and Compliance with Federal Requirements, Appendix D herein) as well as applicable requirements of the State of California, the County of Sonoma and the City of Santa Rosa. The Jurisdictions will have responsibility for ensuring the programmatic and fiscal integrity of each program through ongoing program, fiscal and quality management monitoring.

2. Reporting

In order to comply with funders' reporting requirements, agencies receiving HPRP funds will be required to provide a variety of periodic aggregate reports, client level reports, and annual reports; to participate in data collection, maintenance and reporting; participate in program and fiscal monitoring and continuous quality improvement and quality management activities. See Appendix C.

3. Financial Statement

If awarded funding, all organizations will submit their most recent financial statement (audited by an independent certified public accountant during the grant year for their previous fiscal year), and must comply with all applicable federal audit requirements. If a Single Audit is required, Contractor will be required to forward a copy to the Jurisdictions' no later than 120 days after the end of the fiscal year covered by the audit.

D. Submittal of Qualifications

1. Form

All respondents must submit one (1) electronic copy using MS Word document format, one signed original, and one (1) unbound, one-sided copy, (for a total of two (2) documents) to the Sonoma County Community Development Commission. Only one (1) copy of a financial statement and/or any attachments are required.

All submissions must be submitted to:

Attn: Homelessness Prevention & Re-Housing Program
Jenny Helbraun Abramson, Coordinator
Sonoma County Continuum of Care Planning Group
c/o Sonoma County Community Development Commission
1440 Guerneville Road
Santa Rosa, CA 95403

2. Due Date

Qualifications must be received no later than **5:00 p.m. on Friday, July 17, 2009**. Postmarks will not be accepted.

E. Respondent's Conference

Respondents will be required to attend a mandatory respondents meeting on **Wednesday, June 24th, 2009, 9:00-11:00 am** in order for Jurisdictions' staff to respond to questions. A written record of questions and responses will be made available following the respondent's conference. Following the conference, all questions must be submitted in writing so that staff may prepare written responses to all respondents. Written questions may be sent via e-mail directly to continuumofcare@comcast.net. No questions will be accepted by telephone.

F. Schedule of Key Action Dates

The following schedule is subject to change. Except as provided below, changes will be made by written amendment to this Request for Qualifications, which amendment shall be issued to all parties by the Jurisdictions issuing this application.

<u>Date</u>	<u>Event</u>
June 17 th , 2009	Release Request for Qualifications
June 24 th , 2009, 9:00-11:00 am	Mandatory Respondent's Conference
July 17th, 2009, 5:00 pm	Submissions Due
July 20-27, 2009	Submissions Evaluated by Jurisdictions
July 28 th , 2009	Funding Recommendations <i>(subject to delay without notice to respondents)</i>
To be determined based on HUD approval of HPRP Plan, tentatively August 24 th an 25 th	Board of Supervisors and Housing Authority of the City of Santa Rosa Award Contracts <i>(subject to delay without notice to respondents)</i>
To be determined based on HUD approval of HPRP Plan, tentatively September 1, 2009	Contract Execution
Service year begins September 1, 2009	Commencement of Services

G. Forms of Contract

The selected contractor will be expected to execute the Jurisdictions' standard forms of agreement, copies of which are attached as Appendices A and B. Respondent's submission must specify any objections to the Jurisdictions' standard forms of agreement, and provide Jurisdictions with alternative proposed language. Matters not objected to by respondent will not be subject to later negotiation.

Section 2: Content of Submissions

Your response to this RFQ should describe your organization and the services it provides. Please include the following information:

A. General Instructions

To receive consideration, submissions shall be made in accordance with the following general instructions:

1. Use the attached Submission of Qualifications and Budget forms.
2. The signature of all persons signing the submission shall be in long hand. The completed application shall be without alterations or erasures.
3. No oral or telephonic submissions will be considered.
4. The submission of qualifications must be signed by a person with legal authority to enter into a contractual relationship in the name of the respondent organization. Facsimile copies of the submission will not be accepted.
5. The submission of qualifications shall be an indication that the respondent has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the Jurisdictions, including all terms and conditions contained within this RFQ.
6. A Resolution stating the Board of Director's authorization to enter into contracts will be required prior to contract.
7. The selected respondent will be required to obtain insurance. Securing this insurance is a condition of award for this contract. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication. The selected respondent shall file with the Contact Person Certificate(s) of Insurance stating the required coverages are in effect, and to submit the required insurance endorsements: The Jurisdictions' Workers' Compensation and Commercial General Liability requirements are stated in the attached contracts.
8. All HPRP providers are required to obtain a DUNS number. A Dunn & Bradstreet D-U-N-S® Number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of businesses. For more information, see www.dnb.com/US/duns_update/.

B. Other Information

- **Rights and Regulations**

The Jurisdictions reserve the right to accept any application and to negotiate an agreement with any respondent. The successful respondent will be required to comply with all applicable equal opportunity laws and regulations.

The Jurisdictions reserve the right to reject any or all submissions, or to waive any defect or irregularity. The Jurisdictions further reserve the right to award the contract to the respondent that, in the judgment of either or both Jurisdictions, best serves the needs of Sonoma County and the City of Santa Rosa.

All respondents submit their qualifications with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Board of Supervisors and the Housing Authority.

All submissions shall be treated as confidential documents until the selection process is completed. Once the selection is made, all submissions shall be deemed public record. In the event that a respondent desires to claim portions of its submission exempt from disclosure, it is incumbent upon the respondent to clearly identify those portions with the word "Confidential" printed on the top right hand corner of the page. The Jurisdictions will consider a respondent's request for exemptions from disclosure; however, the Jurisdictions will make a decision based upon applicable laws. An assertion by a respondent that the entire submission, or large portions, is exempt from disclosure will not be honored.

- **Pre-contractual Expenses**

The Jurisdictions shall not be liable for any pre-contractual expenses incurred by the respondent or selected Contractor. The Jurisdictions shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFQ.

- **Lobbying**

Any party providing a submission or a party representing a respondent shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, any employee of the County of Sonoma or SCCDC, any member of the Santa Rosa City Council, the Housing Authority of the City of Santa Rosa, or any employee of the City of Santa Rosa with regard to the acceptance of an submission. Any party attempting to influence the RFQ process through ex-parte contact may be subject to rejection of their submission.

- **Agreement**

Respondents shall be willing to provide the required insurance and accept the terms of the Agreements. Samples of the Agreements required by the Jurisdictions are included as Appendices A and B.

C. Scoring Criteria & Submission Review

Submissions will be evaluated using the following criteria:

- Written responses, including appropriateness of respondent's approach to the project, 30%.
- History of contracts with the Jurisdictions, 30%.
- Demonstrated organizational capacity to deliver the project, 40%

Considerations may include: ability, expertise and experience to perform the services described; quality of past work; data management and reporting capabilities and experience; ability to manage financial resources efficiently and effectively, as well as fiscal management history; and any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).

Submission evaluation will consist of a thorough review of all documentation relating to the respondent's submission. All submissions will be reviewed by Selection Committee members, which will include staff of the Jurisdictions, the Continuum of Care, and citizen representatives.

D. Appeal Process

Notice of Intent to Award Contract will be made by electronic and hard copy letter, and will state a 5-day period in which a written appeal can be made. Following an explanation of scores by telephone, a respondent wishing to appeal will be notified of a special meeting with the Selection Committee to hear appeals.

For additional information, contact Jenny Helbraun Abramson, Coordinator, Sonoma County Continuum of Care Planning Group at (707) 824-2852, or continuumofcare@comcast.net.

E. References

This document may be found at <http://ci.santa-rosa.ca.us/doclib/Documents/RFQ.pdf>.

Potential respondents are urged to review the full HPRP Regulations and Draft HPRP Data Standards, both available at www.hudhre.info/HPRP.

Technical Assistance and Resources are also posted at <http://hudhre.info/>, including:

- Notice and programmatic requirements
- Virtual help desk and Q& A document and database
- Sample community documents
- Development of program guidance documents, tools, and templates
- Technical Assistance and Training

APPENDIX A:
SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

FUNDING AGREEMENT
HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM FUNDS
FEDERAL AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following is an agreement, dated for convenience as of September 1, 2009, by and between the Sonoma County Community Development Commission, hereinafter called "COMMISSION," and _____, hereinafter called "CONTRACTOR."

WITNESSETH:

WHEREAS, COMMISSION administers certain housing and community development activities with federal funding from CDBG, ESG, and HOME, hereinafter called "Federal Funding", including 2009 stimulus funding; and

WHEREAS, the Sonoma County Board of Supervisors did on May 12, 2009 approve the use of \$817,571 in Homelessness Prevention and Rapid Re-housing Program (HPRP) funds, of which, \$225,500 to be allocated to a contractor via a Request for Qualifications;

NOW, THEREFORE, COMMISSION and CONTRACTOR for and in consideration of their mutual promises and agreements herein contained do agree as follows:

1. Term of Agreement: CONTRACTOR agrees to provide the services described in this Agreement for a period beginning September 1, 2009 and continuing until August 31, 2011.
2. General Compliance: The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the Housing and Urban Development regulations concerning Emergency Shelter Grants (ESG)) and any requirements designated especially to HPRP. The Contractor also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Contractor further agrees to utilize federal funds available under this Agreement to supplement rather than supplant funds otherwise available.
3. Scope of Services: CONTRACTOR shall, in a manner satisfactory to COMMISSION, perform the services set forth in the following checked exhibits, attached hereto and incorporated herein by specific reference.

ATTACHED EXHIBITS	
<input type="checkbox"/> EXHIBIT A-Scope of Services	<input type="checkbox"/> EXHIBIT F-CDBG-Funded Facilities
<input type="checkbox"/> EXHIBIT B-Budget	<input type="checkbox"/> EXHIBIT G-HMIS
<input type="checkbox"/> EXHIBIT C-Construction	<input type="checkbox"/> EXHIBIT H-HOME
<input type="checkbox"/> EXHIBIT D-Davis-Bacon	<input type="checkbox"/> EXHIBIT I-_____
<input type="checkbox"/> EXHIBIT E-Environmental	

4. Payment: COMMISSION agrees to pay to CONTRACTOR amounts not to exceed the costs incurred by CONTRACTOR consistent with the budget and other terms contained in Exhibit B attached hereto and incorporated herein by specific reference, and with other provisions of this Agreement. Reimbursement payment will be made in installments in accordance with Exhibit B, Budget, after CONTRACTOR submits adequate written documentation of the expenses incurred in a form specified by COMMISSION. Reimbursement requests should be submitted to COMMISSION at least quarterly.

5. Method and Place of Giving Notice, Submitting Bills, and Making Payments: All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

COMMISSION: Sonoma County Community Development Commission
 1440 Guerneville Road
 Santa Rosa, California 95403

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

6. Assignment/Delegation: Except as provided above, neither party hereto shall assign, sublet, or transfer any interest in or duty under, this Agreement without written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

- 1) Operational Changes: CONTRACTOR shall forward any material modifications to its program, policies, or procedures to COMMISSION.

8. Subcontracts: CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. CONTRACTOR shall monitor all subcontracted services on a regular basis to ensure contract compliance. CONTRACTOR shall undertake to ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to COMMISSION along with a summary description of the selection process.

9. Status of Contractor: The parties intend that CONTRACTOR, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of COMMISSION and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COMMISSION provides its employees.

10. Insurance: With respect to performance of work under this Agreement, CONTRACTOR shall maintain and shall require all sub-contractors to maintain insurance as described below:

- a) Workers' Compensation Insurance

Insurance with Statutory limits required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Community Development Commission.

- b) General Liability Insurance

Commercial or Comprehensive Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for each occurrence. Said comprehensive or commercial liability insurance shall either be endorsed with the following specific language or contain equivalent language in the policy:

1. The Sonoma County Community Development Commission, its officers and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
3. The insurance provided herein is primary coverage to the Sonoma County Community Development Commission with respect to any insurance or self-insurance programs maintained by the Commission.
4. This policy shall not be canceled or materially changed without first giving thirty (30) days written notice to the Sonoma County Community Development Commission.

c) Automobile Liability Insurance

Insurance covering bodily injury and property damage in the amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Community Development Commission.

d) Documentation

The following documentation of insurance shall be submitted to the COMMISSION:

1. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement by COMMISSION.
2. Signed copies of the specific endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of the execution of this Agreement.
3. Upon COMMISSION's written request, certified copies of insurance policies. Said policies shall be submitted within thirty (30) days of COMMISSION's request.

e) Policy Obligations

CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

f) Material Breach

If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed in material breach of the contract. COMMISSION, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, COMMISSION may purchase such required insurance coverage and without further notice to CONTRACTOR, COMMISSION may deduct from sums due to CONTRACTOR any premium costs advanced by COMMISSION for such insurance. These remedies shall be in addition to any other remedies available to COMMISSION.

11. Indemnification: CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to COMMISSION, and to defend, indemnify, hold harmless, reimburse and release COMMISSION, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by COMMISSION to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including CONTRACTOR, arising out of or in connection with the performance of CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of COMMISSION, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of COMMISSION. If there is a possible obligation to indemnify, CONTRACTOR's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. COMMISSION shall have the right to select its own legal counsel at the expense of CONTRACTOR, subject to CONTRACTOR's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

12. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure § 1856.

No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13. Termination: At any time and without cause, COMMISSION shall have the right in its sole discretion, to terminate this Agreement by giving written notice to CONTRACTOR for services rendered to such date. If CONTRACTOR shall fail to perform any of its obligations hereunder,

within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, COMMISSION may terminate this Agreement by giving CONTRACTOR written notice of such termination. In such event, CONTRACTOR shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder.

COMMISSION will give CONTRACTOR thirty (30) days written notice of termination of the Agreement. CONTRACTOR shall have the right to initiate the cure for the default within thirty (30) days of the date of the written notice of termination of the Agreement and shall complete said cure within ninety (90) days of the date of the written notice of termination.

Both parties have entered into this Agreement in reliance on the representation of the federal government that the program funding will continue. Notwithstanding any other provision of this Agreement, COMMISSION retains the right in its sole discretion and without notice to terminate or reduce the amount payable to CONTRACTOR under this Agreement in the event that the Federal government does not fund in the amount projected at the time this Agreement is executed. CONTRACTOR agrees that maximum amount payable under this Agreement by COMMISSION shall not exceed the amount actually funded by the federal government.

14. Reporting: CONTRACTOR agrees to provide a written quarterly report five (5) days after the end of each quarter. Each quarterly report shall describe the progress of the project.

Within forty-five (45) days after the termination date of this Agreement, CONTRACTOR agrees to submit to COMMISSION a final report that will address the accomplishments made during the funding period. All quarterly and final reports shall be submitted in a form specified by COMMISSION.

15. Amendments: The COMMISSION or CONTRACTOR may amend this Agreement at any time providing that such amendments make specific reference to this Agreement, and are executed in writing, signed by duly authorized representatives of both organizations, and approved by the COMMISSION's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the COMMISSION or CONTRACTOR from its obligations under this Agreement. The COMMISSION may, in its discretion, amend this Agreement to conform to federal, state or local governmental guidelines, policies, and changes in available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COMMISSION and CONTRACTOR.

16. Publicity: Any publicity generated by CONTRACTOR for the work performed pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of COMMISSION in making the project possible. The words "Sonoma County Community Development Commission" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

17. Fair Housing and Equal Opportunity Certifications

CONTRACTOR hereby assures and certifies that it will comply with the following Acts and/or Executive Orders:

a) Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.; P.L. 88-352) and regulations pursuant thereto (Title 24 CFR Part I) states that no person in the United States shall, on the basis of race, color, 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 Part 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided with Federal financial assistance.

d) Section 109 of the Housing and Community Development Act of 1974

Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

e) Executive Order 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.

The 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 the COMMISSION with copies of its LEP Policy.

g) Section 504 of the Rehabilitation Act of 1973

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

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.

18. Other Federal Requirements

a) Audit Requirements

CONTRACTOR shall comply with audit requirements of the Office of Management and Budget, OMB Circular A-110 ("Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations") and OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations").

Specifically, CONTRACTOR shall obtain an annual program specific or single audit, as required. CONTRACTOR shall provide a copy of such audit together with any management letters and supplementary or related audit letters or reports to COMMISSION within one hundred twenty (120) days after the end of the CONTRACTOR's fiscal year. The audit shall include a supplementary schedule showing all revenues and expenditures of CDBG funds and other federal funds for the fiscal year.

b) Records

CONTRACTOR agrees to make available for inspection and audit to representatives of COMMISSION, federal, state, and/or local county governments, their employees or agents, all books, financial records, program information, and other records pertaining to the overall operation of CONTRACTOR, and this Agreement and to maintain said records for a minimum of five (5) years from the date of COMMISSION's submission of the annual performance and evaluation report in which the funded activity is reported on for

the final time. CONTRACTOR further agrees to allow said representatives to review and inspect its facilities and program operations. Said representatives may monitor the operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations.

If COMMISSION should determine that CONTRACTOR is not using funds in accordance with this Agreement, or that the COMMISSION does not have sufficient information to determine whether or not the CONTRACTOR is using funds in accordance with this Agreement, COMMISSION may order an audit of CONTRACTOR's books and financial program records. The cost of this audit shall be deducted from the total paid to CONTRACTOR under this Agreement. CONTRACTOR agrees that in the event that the program established herewith is subjected to audit exceptions by COMMISSION agencies, it shall be responsible for complying with all exceptions and will pay to COMMISSION the full amount of COMMISSION's liability to the state and/or federal government resulting from such exceptions.

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

All provisions of this Agreement that require availability of records or reporting shall survive termination of this Agreement.

c) Conflict of Interest

1. *Interest of Members of a City or County:* No members of the governing body of a city or county and no other officer, employee, or agent of the city or county who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

2. *Interest of Other Local Public Officials:* No members of the governing body of the locality and no other public official of such locality, who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

3. *Interest of CONTRACTOR and Employees:* CONTRACTOR understands that COMMISSION is a recipient of federal funds and that by virtue of this Agreement, CONTRACTOR is a subrecipient of those funds. As such, CONTRACTOR further understands that certain Federal laws relating to conflict of interest apply to CONTRACTOR, its officers, agents, employees, and constituents; specifically, those laws are contained in 24 CFR Section 85.36 and 84.42.

d) Program Income

"Program income" means amounts received by CONTRACTOR generated from the use of federal funds as defined at 24 CFR 570.500. Program income includes, but is not limited to, the following: 1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds; 2) proceeds from the disposition of equipment purchased with federal funds; 3) gross income from the use or rental of real or personal property acquired by CONTRACTOR with federal funds, less costs incidental to generation of the income; 4) gross income from the use or rental of real property, owned by CONTRACTOR, that was constructed or improved with federal funds, less costs incidental to generation of the income; 5) payments of principal and interest on loans made using federal funds; 6) proceeds from the sale of loans made with federal funds; 7) proceeds from the sale of obligations secured by loans made with federal funds; 8) interest earned on program income pending its disposition; and 9) funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the federally funded portion of a public improvement.

Any program income received by CONTRACTOR shall be immediately returned to COMMISSION. This provision shall survive the termination or expiration of this Agreement.

e) Equipment

In cases where equipment purchased with federal funds is sold, the proceeds shall be program income. Equipment not needed by CONTRACTOR for federally funded activities shall be transferred to COMMISSION for the federally funded program or shall be retained by CONTRACTOR after compensating COMMISSION.

f) Reversion of Assets

Upon expiration of this Agreement, CONTRACTOR shall transfer to COMMISSION any federal funds on hand at the time of expiration and any accounts receivable attributable to the use of federal funds.

g) Compliance with OMB Circulars A-122, A-110, A-87 and 24 CFR Part 85

In cases where CONTRACTOR is a non-profit organization, CONTRACTOR shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable sections of OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", as listed in 24 CFR 570.502(b)(1) through (4), except as otherwise specified herein.

In cases where CONTRACTOR is a governmental entity, CONTRACTOR shall comply with the requirements and standards of OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments" and with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as listed in 24 CFR 570.502(a)(1) through (20), except as otherwise specified herein.

h) Political Activity Prohibited

None of the funds, materials, property or services contributed by COMMISSION or CONTRACTOR under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

i) Lobbying Restrictions

CONTRACTOR agrees, to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and the language of this paragraph shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

j) Religious Activity Prohibited

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement.

k) Environmental Standards

The CONTRACTOR agrees to comply with the requirements of the National Environmental Policy Act of 1969 as specified in regulations issued pursuant to Section 104(g) of the Housing and Community Development Act and contained in 24 CFR part 58.

l) Use of Debarred, Suspended or Ineligible Contractors or Subcontractors

**Section 3:
Appendices**

The CONTRACTOR agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension, or placement in ineligible status (24 CFR Part 24).

m) Publication Rights and Copyrights

If this Agreement results in any copyrightable material or inventions, the COMMISSION reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

///

///

///

//////

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agents this _____ day of _____, 2009.

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

By:

Kathleen H. Kane, Executive Director

<<contracting entity>>

By: _____
<<name and title>>

**APPENDIX B
CITY OF SANTA ROSA
FUNDING AGREEMENT**

**AGREEMENT FOR
HOMELESSNESS PREVENTION AND RAPID RE-HOUSING FUNDS**

This Agreement is made this 1st day of September 2009 by the HOUSING AUTHORITY OF THE CITY OF SANTA ROSA (AUTHORITY) and «AGENCY» - «PROGRAM» Program (CONTRACTOR) a California non-profit corporation.

R E C I T A L S

The City Council of the City of Santa Rosa (Council) has determined that the services (PROGRAM) described herein benefit the citizens of Santa Rosa and meet the requirements of the Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds. The Council has delegated the administration of the PROGRAM to the Authority.

The funding source for compensation for services of CONTRACTOR in performance of this Agreement shall be from federal HPRP funds.

The parties have negotiated upon the terms pursuant to which CONTRACTOR will provide such services and have herein rendered such terms to writing.

A G R E E M E N T

1. **SCOPE OF SERVICE**

CONTRACTOR shall, in a manner satisfactory to AUTHORITY, perform the Scope of Service attached hereto as Exhibit "A" and incorporated herein by reference. CONTRACTOR shall also comply with all federal HPRP requirements found at www.hud.gov.

2. **TERM OF AGREEMENT**

This Agreement is for a term commencing on September 1, 2009, and ending August 31, 2011.

3. **COMPENSATION**

As compensation for all services of CONTRACTOR in performance of this Agreement, AUTHORITY shall pay to CONTRACTOR as follows:

Compensation will be made on the basis of the Budget attached hereto as Exhibit "B," incorporated herein by reference, and will be based upon documentation of expenditures. Compensation will not exceed the budget referred to in Exhibit "B." Total HPRP funding allocated to CONTRACTOR for the PROGRAM is \$384,375. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number «ACCOUNT».

CONTRACTOR'S claim shall be for the preceding month/quarter. On or before the fifteenth day of each month/quarter, CONTRACTOR shall submit a claim for the month's/quarter's payment to the AUTHORITY in an amount not to exceed the amount specified in Exhibit "B." Each claim shall include a complete Report of Cash Disbursements for the prior month/quarter and will correspond directly to the line items set forth in Exhibit "B." The Executive Director or designee will review this report and may withhold from the amount claimed any amount equal to any questionable expenditure. Any claim submitted after 30 days shall be accompanied by adequate written justification for the delay.

In the event that AUTHORITY'S fiscal and program monitoring of CONTRACTOR'S PROGRAM indicates that CONTRACTOR is not fully performing the services set forth in Exhibit "A," AUTHORITY reserves the right to reduce the amount of compensation accordingly unless performance is based on factors outside of control of CONTRACTOR, without waiving any other legal remedy because of CONTRACTOR'S nonperformance.

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 6 below, retains or utilizes any subcontractors or sub-consultants in the provision of any services to CITY 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 at Attachment One.

5. INDEMNITY/LIABILITY

CONTRACTOR shall indemnify, defend and hold harmless CITY, its employees, officials, and agents from and against any 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), where same arises out of the performance of this Agreement by CONTRACTOR, its officers, employees, agents, and sub-consultants, excepting only that resulting from the sole active negligence or intentional misconduct of CITY, its employees, officials, or agents.

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 AUTHORITY. CONTRACTOR is not to be considered an agent or employee of AUTHORITY and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by AUTHORITY for its employees.

7. SUCCESSORS AND ASSIGNS

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

8. FINANCIAL REQUIREMENTS/AUDITS/REPORTING

A. The CONTRACTOR shall adhere to all requirements as applicable set forth and defined in 24 C.F.R., Part 85.20 and 24 C.F.R., 84.21-28 as amended by 570.502. The CONTRACTOR shall ensure its own compliance with OMB Circulars A-110, A-122, 24 C. F. R., Part 570.502, and revised A-133.

B. The CONTRACTOR shall be accountable to the AUTHORITY for all funds requested by and released to the CONTRACTOR pursuant to this Agreement and the disbursement thereof.

C. The CONTRACTOR shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles, procedures and regulations as deemed necessary by the AUTHORITY. Such records shall be maintained by qualified personnel and done in a timely manner.

D. The CONTRACTOR shall, at any time during normal business hours and as often as the AUTHORITY, the City of Santa Rosa, the State of California, the U.S. Department of Housing and Urban Development (HUD) and the Comptroller General of the United States may deem necessary, make available to their representatives for examination all of its 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.

E. The CONTRACTOR shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." 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 AUTHORITY no later than 180 days after end of agreement term referenced in Section 2.

F. The CONTRACTOR shall permit and facilitate observation and inspection of the work and records at the CONTRACTOR'S principal office and job site by AUTHORITY, its employees, auditors, representatives, and public authorities during reasonable business hours.

G. If the CONTRACTOR receives funds from any source other than from this Agreement, a separate bank account shall be established and used for all monies

received under this Agreement or CONTRACTOR shall practice full fund accounting. CONTRACTOR shall not commingle the funds provided under this Agreement with any other funds, revenue or monies, which are in the CONTRACTOR'S possession or to which the CONTRACTOR is entitled.

H. Authorized representatives of the AUTHORITY shall perform fiscal monitoring of CONTRACTOR'S record keeping and reporting to assure compliance with this Agreement.

I. CONTRACTOR shall submit a "Trial Balance and Revenue and Cost Statement" pursuant to Generally Accepted Accounting Principles, prepared from CONTRACTOR'S books, each time the CONTRACTOR submits a reimbursement request to the AUTHORITY. The AUTHORITY'S Executive Director or designee shall have the responsibility to review and approve CONTRACTOR'S claims. Approval shall be based on whether or not CONTRACTOR is making expenditures, keeping records and providing services, as required by this Agreement.

- Any funds received as return of costs or as income generated from activities funded by the Agreement are the property of the AUTHORITY and are to be transmitted to the AUTHORITY promptly, unless there is a written agreement with the AUTHORITY approving the use of those 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 HPRP Program eligible purposes.

BUDGET

Any requested modification to the line items of the Budget attached to and incorporated as part of this Agreement shall be reviewed and approved by the AUTHORITY prior to the expenditures of funds detailed in the budget change. Budget modifications shall not alter: 1) the basic scope of services required to be performed under this Agreement; and 2) the total amount of the authorized budget of this Agreement (see Exhibit "B").

10. SUBCONTRACTS

A. Any Contract funded under this Agreement shall be submitted to the AUTHORITY 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 Office of Management and Budget (OMB) Circular A-122 (incorporated herein by reference) for the procurement of supplies and services in connection with activities funded under this Agreement.

C. Any contract funded under this Agreement shall be subject to the terms and conditions of this Agreement.

11. CONFLICT OF INTEREST

A. 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.

B. No employee or officer of the AUTHORITY or of the City of Santa Rosa, no member of the Santa Rosa City Council, and no other public official of the City of Santa Rosa who exercises any functions or responsibilities with respect to the 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 the AUTHORITY may participate in this PROGRAM subject to waivers by HUD. CONTRACTOR shall be responsible for obtaining compliance with this provision.

C. Individuals associated with the CONTRACTOR'S agency are prohibited from using positions with the AUTHORITY or the City of Santa Rosa 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.

D. CONTRACTOR shall inform AUTHORITY of staffing changes at the executive/management level and changes in the composition of the Board of Directors within 30 days of such changes occurring.

E. 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, the CONTRACTOR agrees to the following provisions pursuant to the Housing and Community Development Act of 1992:

1. No federal 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, and 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. The 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 the CONTRACTOR or a component thereof directly or indirectly receiving HUD funds. For purposes of this provision, immediate family shall include husband, wife, brothers, sisters, children and parents (both legal parents and step-parents). If the CONTRACTOR has any doubt as to its compliance with this requirement, it shall submit a written request to the AUTHORITY for clarification and advice as to the proper course of action to be taken. Where noncompliance is found, AUTHORITY shall have the right, upon discovering such noncompliance, to order the CONTRACTOR to dismiss one or as many of its employees as are required to restore compliance with this requirement.

APPENDIX C:

HPRP Requirements of Contractors Providing Direct Services

In addition to all other HPRP requirements, as applicable, the following procedures and records are required for Contractor and any subcontractors providing direct client services:

1. Leveraging Other Resources:

Contractor is strongly encouraged to maximize all Recovery Act resources for serving homeless and at-risk persons also provided to other federal agencies (Education, HHS, Labor, etc.). A Chart of Recovery Act resources and opportunities for collaboration posted at <http://hudhre.info/>.

2. Participant Eligibility and Required Services:

Contractor must:

- Verify and document each client's eligibility for the program, as Homeless or At-Risk;
- Assess each household's need and appropriateness for HPRP assistance; and
- Evaluate eligibility for financial assistance at least every 3 months

Requirements for All Program Participants: In order to receive financial assistance or services funded by HPRP, individuals and families—whether homeless or housed—must at least meet the following minimum criteria:

1. Any individual or family provided with financial assistance through HPRP must have at least an initial consultation with the HPRP Case Manager/Coordinator, who can determine the appropriate type of assistance to meet their needs. If HPRP is determined to be inappropriate, an appropriate referral must be made.
2. The household must be at or below 50 percent of Area Median Income (AMI).
3. The household must be either homeless or at risk of losing its housing and meet both of the following circumstances: (1) no appropriate subsequent housing options have been identified; AND (2) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.
4. Prevention assistance is targeted to those individuals and families at the greatest risk of becoming homeless. The defining question to ask is: "Would this individual or family be homeless but for this assistance?"

Contractor is expected to cultivate interagency collaboration towards the success of the HPRP program, and to provide regular training to operators of critical access points such as 211; the Homeless Service Center; other shelter intake points; County Economic Assistance; and other multi-service agencies, regarding eligibility for HPRP services.

Eligibility for services will be determined using the following housing barrier screening tool, which is based on proven homelessness prevention and re-housing programs in other communities and has been highlighted in prevention studies as a national best practice.

**HOMELESSNESS PREVENTION & RE-HOUSING PROGRAM
Housing Barrier Screen**

Level 1: No housing barriers: good rental history, pending foreclosure of rental housing but have adequate income for rental, no unlawful detainers (UD), no criminal history, and no active chemical dependency or abuse issues. Refer to other prevention services.

Level 2: Few housing barriers: Households with some of the following barriers should be referred to the Homelessness Prevention Program:

- Eviction within 2 weeks from a private dwelling (including housing provided by family or friends)
- Sudden and significant loss of income
- Sudden and significant increase in utility costs
- Residency in housing that has been condemned by housing officials and is no longer meant for human habitation
- High overcrowding (the number of persons exceeds health and/or safety standards for the housing unit size)
- Pending foreclosure of rental housing along with other criteria on this list
- History of battery but abuser is not in the area
No rental history
- New to the area
- Large family
- One easily explained UD
- Non-English speaking, no high school diploma
- Physical disabilities that affect housing
- One-parent household with children
- Needs financial help with moving furniture, misc. services
- Head of household under 18 years of age or under 25 with children or pregnant
- Past involvement with child welfare, including foster care
- Recent traumatic life event, such as death of a spouse or primary care provider, or recent health crisis that prevented the household from meeting its financial responsibilities
- Does not have a criminal record, active chemical dependency issues, or more than one UD.

Level 3: Moderate housing barriers: Households experiencing the following barriers should be referred to the SCHA Rapid Re-Housing Program:

- Pending foreclosure of rental housing along with other criteria on this list
- Poor rental history (up to 3 UD)
- Recent minor drug or criminal history
- Mild behavior problems (adult) or mild behavior problems (children)
- Male teenager in the home
- Homeless in last 12 months;
- Extremely low income (less than 30 percent of Area Median Income)
- Severe housing cost burden (greater than 50 percent of income for housing costs)
- Mental health and substance abuse history, not currently abusing drugs
- Significant amount of medical debt
- Recent victims of domestic violence with the abuser in the area
- Open child protection case
- Physical disabilities and other chronic health issues, including HIV/AIDS
- Credit problems that preclude obtaining of housing
- Discharge within 2 weeks from an institution in which the person has been a resident for more than 180 days (including prisons, mental health institutions, hospitals), or just released from jail
- Past institutional care (prison, treatment facility, hospital); Sleeping in an emergency shelter
- Sleeping in a place not meant for human habitation, such as cars, parks, abandoned buildings, streets/ sidewalks
- Staying in a hospital or other institution for up to 180 days but was sleeping in an emergency shelter or other place not meant for human habitation (cars, parks, streets, etc.) immediately prior to entry into the hospital or institution
- Graduating from, or timing out of a transitional housing program
- May also have some of the barriers from level 2, but does not have any Level 4 barriers.

Level 4: Severe housing barriers: Refer to Shelter, transitional housing, or other appropriate programs.

- Actively using drugs
- Adult with severe behavior problems
- 4 or more UDs
- Children with severe behavior problems
- Recent serious criminal history
- Current sexual abuse in the family unit
- Current battering with the abuser in the family unit
- Has recent record of property damage to rental housing.

3. Other Federal Requirements: Contractor must comply with all federal requirements and general certifications, see Appendix D.

4. HMIS Requirements:

The American Recovery and Re-Investment Act requires use of HMIS or a comparable database for data collection. HPRP funds are available to purchase additional licenses and to provide training if necessary; participation fees may be required.

- Contractors and Subcontractors providing HPRP assistance/services must report client-level data into the Sonoma County Continuum of Care's HMIS (unless prohibited by local, state, federal law).
- Domestic violence providers must collect client-level data in a comparable database and report aggregate data to the Community Development Commission.
- Unduplicated client-level data must be gathered at the Contractor level for quarterly and annual reporting
- Unduplicated client-level data across the Continuum of Care must be included in AHAR table shells
- Revised HMIS Data and Technical Standards have been published; all data collection must conform with applicable standards. See www.hudhre.info//HPRP/.

5. Reporting:

The Contractor must submit the following performance reports to City and County:

- An **Initial Performance Report**, which must cover the period between the grant agreement execution date and September 30, 2009 and which will serve as the first Quarterly Performance Report. Contractors will provide information required by Congress and HUD in a format to be prescribed by OMB and HUD, including but not limited to the following items: the amount expended for each funding categories; the estimated number of unduplicated individuals and families served; and the estimated numbers of new jobs created and jobs retained. The Initial Performance Report will be due on **October 5, 2009**.
- A **Quarterly Performance Report**, submitted in a format to be prescribed by HUD. Contractors will report on many of the same items as in the Initial Performance Report, including HPRP funds expended by activity type, the number of unduplicated individuals and families served, the number of new jobs created, the number of jobs retained, challenges to effective program operation, and other data items. Quarterly Performance Reports are due within 5 days of the end of each quarter for the period of program operation, and will include current quarter and cumulative data.
- An **Annual Performance Report** will be submitted in a format to be prescribed by HUD, within 45 days of the end of each federal fiscal year. The first Annual Performance Report is **due November 15, 2010** for the period ending September 30, 2010. In the Annual Performance Report, Contractor will report on outputs, such as the number of persons served and the demographic characteristics of persons served, HPRP funds

expended by activity type, and the number of jobs created and retained, as well as outcomes related to housing stability, to be specified by HUD.

6. Outcomes Assessment:

The key goal of the HPRP is to **reduce the number of families and individuals becoming homeless**. Critical goals include:

1. Reducing the number of individuals who enter shelter for the first time.
2. Limiting shelter entries to those households with the most complex problems.
3. Avoiding repeat shelter use, or repeat near-homeless situations.

It is expected that the HPRP will also decrease proportions of people who are homeless at public institutions, and reduce shelter costs. An outcomes assessment process is being designed to yield meaningful information in all of these areas, to ensure that scarce resources are directed to those who need them most.

In addition to performance measurements announced by HUD, the Contractor will be required to measure data elements including, but not limited to, the following:

- Demographic characteristics of recipients
- Eligibility for prevention/re-housing services criteria - range of barriers
- Start and end dates of prevention/re-housing services
- Reason for ending prevention/re-housing services
- Reason for denying services (wait-listed; out of resources; not target population)
- Receipt of prevention/re-housing services
- Receipt of shelter services
- Receipt of other services
- Follow-up data

The Contractor is expected to promote and participate in information sharing across agencies and systems, to inform decision-making about efficient and effective use of resources.

**APPENDIX D
GENERAL CERTIFICATIONS FOR STATE OR LOCAL GOVERNMENT FOR THE
HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM (HPRP)**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the state, territory, or local government certifies that:

Affirmatively Further Fair Housing -- The state, territory, or local government will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction or state, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Drug-Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:

**Section 3:
Appendices**

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the state, territory, or local government's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Local Government, State, or Territory -- The submission of the consolidated plan is authorized under state law and local law (as applicable) and the jurisdiction or state possesses the legal authority to carry out the programs under the consolidated plan for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan -- The housing activities to be undertaken with HPRP funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

**AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM (HPRP)
COUNTY OF SONOMA AND CITY OF SANTA ROSA**

SUBMISSION OF QUALIFICATIONS

Legal Name of Organization

Contact Person

Email Address

Phone number

Mailing Address

Type of Entity (non-profit, public, private)

DUNS Number

Please provide specific information in this section concerning the organization’s experience/capacity in providing the services specified in the RFQ. Describe your organization’s experience/capacity to complete the proposed project, including the qualifications of key staff, how many years this agency has been operating, what percentage of staff turnover within the last two years and how many vacancies for employment you currently have.

Executive Director

Date

For Funder Use Only			
Date Received:	Time:	Signature:	Application Complete?

[revised 6/09](#)

RESPONDENT INSTRUCTIONS

Please read the Request for Qualifications, the HPRP HUD Notice and these application instructions before completing this form.

1. **Submit one original copy of the application to the CDC, and one electronic copy to the Continuum of Care Coordinator, continuumofcare@comcast.net. Please provide a complete set of attachments with the original.**
2. **Respondents must use this application format.** Do not change the order of the questions or the page formatting. All responses to questions should be typed, single or double-spaced, using not less than 12 point font and 1 inch margins. If completing the application electronically, do not alter the pagination. Use the space provided, and, if needed, attach additional pages. Any additional pages must be attached to the end of the application form, with references to the question number(s) being answered. Additional pages should be numbered consecutively, as “1 of __”, “2 of __”, etc. to ensure that none are omitted inadvertently during reproduction of the application.
3. **Complete the entire application.** Your application will be reviewed on the basis of the information you provide. **Supplemental materials must be kept to a minimum and must be on 8 1/2 x 11-inch paper.** Larger sized paper and excessive supplemental materials will not be reproduced for review by the committees and Board of Supervisors. If letters of support are submitted, they will not be reproduced for review. They will, however, be made available at each of the public meetings.
4. **Do not have application bound.** Please use only clips or three-ring binders and insert a tabbed divider between each type of supportive documentation that you submit.
5. **Submissions must be complete by the deadline date to be considered eligible for funding.** Submissions which do not include a current operating budget, a copy of the respondent’s most recent audit, or complete answers to all applicable questions and all required supporting documentation, **will be deemed ineligible for funding.**
6. **All applications** must be submitted to the Sonoma County Community Development Commission, 1440 Guerneville Road, Santa Rosa, California 95403, **by July 17, 2009, at 5:00 p.m.**
8. Newly forming or applying non-profits must **attach a copy of your IRS Letter of Determination.** You will not be eligible for funding consideration unless non-profit status has been obtained and verified.
9. **A resolution from the Board of Directors that authorizes the submittal of the application will be required prior to execution of contract.**
10. Provide a copy of the agency’s financial statements for the last two years, the most recent completed final audit report and an IRS Form 990 from the most current tax year.
11. Provide job descriptions of key program staff and positions to be funded.

You may email Jenny Helbraun Abramson Sonoma County Continuum of Care Coordinator, at continuumofcare@comcast.net, if you have any questions about the application form or submission requirements.

PART I
Engagement and Needs Assessment

1. How will you identify and engage potential homeless and at-risk clients?

2. How will services be ensured for individuals with disabilities, families with children, youth and those being discharged from public institutions?

3. How will outreach be ensured to individuals and families in the various regions of Sonoma County (Central, North, South, East and West County Regions)?

4. How, when and where will client eligibility for services be ensured, validated and documented; how will participant's eligibility for program participation according to HPRP regulations be determined?

5. Please describe your plans for initial comprehensive assessment of the client's needs and personal support systems.

6. Describe how you will manage client selection and referral to the Rental Subsidies component of the program, and to other Tenant-Based Rental Assistance Programs.

PART III

Case Management

1. How will your agency encourage clients to increase their independence and “reconnect” with mainstream community resources? Indicate how you will utilize the process of applying the financial assistance to help clients increase their independence.

2. Describe how you will develop a comprehensive housing plan for HPRP clients, including affordable, stable housing and supportive services; and where the plan will be documented.

3. Describe how you will coordinate the benefits and/or services required to implement the comprehensive housing plan.

4. Describe how clients will be monitored to assess the progress and efficacy of the comprehensive housing plan.

PART IV

Housing Placement Services

1. Describe how you will provide information on affordable housing, counseling and assistance in housing search (including referrals to client-friendly landlords and apartment managers); assistance negotiating leases, rental agreements, finding emergency shelter and transportation.

2a. How will you identify additional units of housing for at-risk and homeless individuals? Describe how you will coordinate with other housing resources in the County to help HPRP clients obtain permanent housing.

2b. Homes must be inspected prior to occupancy for a client assisted with HPRP funding. Describe how your agency will meet this requirement using Section 8 Housing Quality Standards.

3. Describe your current working relationship with related agencies such as Sonoma County Community Development Commission and the Housing Authority of the City of Santa Rosa; how will you build on those relationships to contribute to the effectiveness of the Rental Subsidy component of the Joint HPRP?

PART V

Legal Services

1. Describe how legal assistance and counseling will be provided if housing discrimination or illegal eviction arises. Provide an MOU, or other form of agreement, if outside legal services will be utilized.

PART VI

Data Management and Outcomes Assessment

1. Describe plans for maintaining files on clients, the dates of rentals, security deposits and payments made by the check issuer/fiscal agent.

2. Describe how your agency will determine the achievement of outcomes/positive changes in your clients resulting from service provision.

3. Describe your plans for tracking client status and client outcomes after service delivery.

4. Please describe how you will carry out the HPRP reporting, and any other related requirements.

PART VII

Collaborations and Partnerships

1. Describe the partnerships you will utilize to ensure that services are provided to eligible residents of every region of Sonoma County.

2. If your agency will collaborate with other service providers for any services(s), please provide copies of all Memoranda of Understanding (MOUs) that document the agreement between agencies.

PART VIII
PROGRAM FINANCING and BUDGET

1. Attach one copy each of your agency's: a) financial reports for the last two (2) years; b) most recent final audit report available; c) and an IRS Form 990 from the most current tax year.

2. Provide the name of the staff person(s) responsible for your agency's accounting system.

Name _____

Title _____ Phone _____ Email _____

3. What are the beginning and ending dates of your fiscal year? _____

4. Complete the Budget Form.

5. CONTRACTOR shall comply with audit requirements of the Office of Management and Budget, OMB Circular A-110 ("Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations") and OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations").

PART IV
CONTACT INFORMATION

Organization Executive Director Name, Title & Email address

Contact Person (if other than E.D.) Name, Title & Email address

Mailing Address of Organization

Telephone

Fax

Organization website address

HPRP Budget Form 24-Month Budget Proposal Detail

Program Elements Subject to RFQ:

<u>Case Manager/Coordinator</u>
--

Please detail proposed budget for this element below

		FTE %	x F.T. Salary & benefits	= Budgeted Cost Estimate
1	<u>Personnel</u> Staff Position:			
2	Staff Position:			
3	Staff Position:			
4	<i>Personnel Subtotal</i>			
5	<u>Other Direct Program Delivery Costs (list line-item expenses):</u>			
6				
7				
8				
9	<i>Non-Personnel Subtotal</i>			
10	Case Manager/Coordinator Total (lines 4+9; cannot exceed \$60,000)			

<u>Housing Placement Specialist</u>
--

Please detail proposed budget for this element below

		FTE %	x F.T. Salary & benefits	= Budgeted Cost Estimate
13	<u>Personnel</u> Staff Position:			
14	Staff Position:			
15	Staff Position:			
16	Staff Position:			
17	<i>Personnel Subtotal</i>			
18	<u>Other Direct Program Delivery Costs (list line-item expenses):</u>			
19				
20				
21				
22				
23	<i>Non-Personnel Subtotal</i>			
24	Housing Placement Specialist Total (lines 17+23; cannot exceed \$60,000)			

Legal Services

25

26 Please detail proposed budget for this element below

	# of hours	x hourly rate	= Budgeted Cost Estimate
27 <u>Personnel</u>			
28 Attorney			
29 Paralegal or Legal Assistant			
30 Other:			
31 <i>Personnel Subtotal</i>			
32 <u>Other Direct Program Delivery Costs (list line-item expenses):</u>			
33			
34			
35			
36			
37 <i>Non-Personnel Subtotal</i>			
38 Legal Services Total (lines 31+37; cannot exceed \$100,000)			

39

Client Financial Assistance

40

41 Please detail estimates/projections for this element below

	quantity	x rate or ave.	= Budgeted Cost Estimate
42			
43 Security deposits			
44 Rent in arrears			
45 Utility bills in arrears			
46 Other:			
47 Other:			
48 Other:			
49 Other:			
50 Client Financial Assistance Total (lines 43 through 49; cannot exceed \$375,000)			

51

General Administration

52

56 Please detail proposed budget for this element below

57			
58			
59			
60			
61 General Administration Total (lines 57 through 60; cannot exceed \$14,875)			

62

63 GRAND TOTAL (lines 10+24+38+50+61)			
--	--	--	--