

AGREEMENT #: [AGREEMENT #]
STANDARD AGREEMENT

The Vitality Project
AND
[CONTRACTOR NAME]

This agreement is entered into between THE VITALITY PROJECT, as the Administrative Entity for CA-527 Tehama County Continuum of Care ("the CoC") and [CONTRACTOR NAME] ("Contractor") for the purpose of providing Street Outreach Services for people experiencing homelessness in Tehama County.

1. AUTHORITY AND PURPOSE

This Standard Agreement (Agreement) will provide official notification of the conditional reservation of funds under the administration of THE VITALITY PROJECT's administration of funds on behalf of the CoC. THE VITALITY PROJECT receives these funds as part of the State of California's Homeless Housing, Assistance and Prevention (HHAP) program, distribution of which is conducted pursuant to Chapter 6 of Part 1 of Division 31 of the California Health and Safety Code (HSC) (commencing with section 50216), the Tehama County Continuum of Care's Policies and Procedures, and program-specific policies adopted by the CoC's Executive Council. In accepting this conditional reservation of funds, Contractor agrees to comply with the terms and conditions of this agreement, the statutory authority cited above, general and program-specific policies of the CoC, and all applicable laws and regulations.

2. TERMS OF AGREEMENT

This agreement shall commence on [EFFECTIVE DATE] and shall terminate on June 30, 2028 unless terminated in accordance with **Section 8** or extended through an addendum to this agreement. Total award of [TOTAL FUNDING AMOUNT] must be expended in support of the eligible activities as described in the EXHIBIT B, SCOPE OF WORK. All funds must be expended within the contract period. Additional expenditure deadlines, where applicable, will be set forth in EXHIBIT C, AWARD BUDGET AND PAYMENT PROVISIONS. Contractor is responsible for notifying THE VITALITY PROJECT no fewer than 90 days in advance of any expenditure deadline if they anticipate being unable to meet an expenditure deadline. Any funds not expended prior to an applicable expenditure deadline are subject to recapture by THE VITALITY PROJECT and may result in a reduction of the total award amount.

3. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide services in accordance with the Scope of Work, **Exhibit B**, attached hereto and made a part of this contract. Any expenditure which is not in accordance with Exhibit B, or which cannot be adequately documented, shall be disallowed and must be reimbursed to THE VITALITY PROJECT by the Contractor.

4. RESPONSIBILITIES OF THE VITALITY PROJECT

THE VITALITY PROJECT shall compensate Contractor for said services pursuant to **Section 5** of this agreement.

5. COMPENSATION

Payments to Contractor shall be made on a reimbursement basis with the following exception: Contractor may request an advance of any amount to be used for a single transaction based on Contractor's inability to complete said transaction without an advance, and the inability

to complete said transaction would negatively impact Contractor's ability to carry out the activities required of them per EXHIBIT B. Such advances will be considered on a case-by-case basis and must be approved in advance by THE VITALITY PROJECT. Documentation regarding such a transaction may be required prior to approval and evidence of completion of such a transaction must be submitted prior to Contractor requesting further reimbursements. For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by THE VITALITY PROJECT, Contractor shall invoice THE VITALITY PROJECT according to the terms set forth in **Exhibit C**.

6. REQUESTS FOR FUNDS

THE VITALITY PROJECT shall be obligated to pay only for eligible expenses properly requested in accordance with this section. All expenditures submitted for reimbursement must be consistent with Contractor's approved Project Budget.

Except in months in which no expenses eligible for reimbursement under this Standard Agreement were incurred in the prior calendar month, Contractor shall submit to THE VITALITY PROJECT on or before the last day of each month, an itemized Request for Funds (RFF) for all eligible expenses incurred during the preceding calendar month. An RFF Template will be provided to Contractor by THE VITALITY PROJECT. Detailed expenditure documentation of must accompany each submitted RFF. In months in which Contractor does not intend to submit an RFF, THE VITALITY PROJECT asks that Contractor notify THE VITALITY PROJECT by email that no RFF will be submitted in that month.

THE VITALITY PROJECT shall make payment of all undisputed amounts within 30 days of receipt of Contractor's RFF. In the event more documentation is requested by THE VITALITY PROJECT, the submission date will reset to the date that the additional documentation is provided to THE VITALITY PROJECT.

RFFs are required to be submitted monthly as follows:

By US Mail:

THE VITALITY PROJECT
Attn: Heather Henderson
PO BOX 9189
Red Bluff, CA 96080

Or by email to: heather@tehamacoc.org

7. EXPENDITURE REPORTING

In addition to the expenditure reporting that must accompany each RFF submitted to THE VITALITY PROJECT as described in **Section 6**, Contractor will be required to provide supplemental, quarterly expenditure reports that track expenditures to Contractor's approved grant budget.

8. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of THE VITALITY PROJECT, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then THE VITALITY PROJECT shall have the right to terminate this agreement effective immediately upon THE VITALITY PROJECT giving written notice thereof to the Contractor. Either party may

terminate this agreement on 30 days' written notice. THE VITALITY PROJECT shall pay contractor for all work satisfactorily completed as of the date of notice.

9. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

10. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of THE VITALITY PROJECT.

11. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow THE VITALITY PROJECT to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of THE VITALITY PROJECT is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a THE VITALITY PROJECT employee. THE VITALITY PROJECT shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under THE VITALITY PROJECT's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other THE VITALITY PROJECT benefit.

12. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that THE VITALITY PROJECT shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with THE VITALITY PROJECT's own forces, as THE VITALITY PROJECT desires.

13. CONFLICTS OF INTEREST

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

14. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through E, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

15. INSURANCE

Contractor shall procure and maintain insurance pursuant to **Exhibit A**, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

16. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to THE VITALITY PROJECT immediately.

17. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

18. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

19. CRIMINAL BACKGROUND CHECKS

By entering into this Agreement, Contractor certifies that all Contractor employees who will have any contact with persons to be served through this contract have not been convicted of a violent or serious felony or been convicted of a sex offense as defined by California Education Code section 44010. Contractor also certifies that all Contractor employees who will have any contact with persons to be served through this contract shall have successfully cleared a standard pre-employment background check.

20. NON-DISCRIMINATION

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

21. SEXUAL HARRASSMENT

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

22. CONFIDENTIALITY

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement. This provision shall survive the termination, expiration, or cancellation of the agreement.

23. DOCUMENTS AND RETENTION

- a. Contractor and THE VITALITY PROJECT agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to THE VITALITY PROJECT, State or Federal government representatives.
- b. Contractor shall provide THE VITALITY PROJECT all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated.
- c. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by THE VITALITY PROJECT, State or the Federal government. Contractor shall fully cooperate with THE VITALITY PROJECT in providing any information needed by any governmental entity concerning this agreement.

24. MONITORING, VIOLATIONS, BREACHES OF AGREEMENT

THE VITALITY PROJECT may monitor the Contractor's performance to assure compliance with the terms, conditions, and specifications of this agreement. MONITORING, VIOLATIONS, BREACHES OF AGREEMENT Contractor shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to THE VITALITY PROJECT at any time. This shall include informing recipients of their right to a State hearing. THE VITALITY PROJECT may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the Contractor or any person employed by Contractor, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

25. INDEMNITY

Contractor shall defend, hold harmless, and indemnify THE VITALITY PROJECT, its officers, employees, agents, and volunteers against all claims suits, actions, costs, expenses (including but not limited to reasonable attorneys' fees of THE VITALITY PROJECT), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of THE VITALITY PROJECT) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise, Contractor shall, at its own expense, defend any suite or action founded up on a claim of the foregoing. Contractor shall also defend and indemnify THE VITALITY PROJECT against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board and/or any other taxing or regulatory agency against THE VITALITY PROJECT with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

26. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws or provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

27. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

IN WITNESS WHEREOF, THE VITALITY PROJECT and Contractor have executed this agreement on the day and year set forth below.

THE VITALITY PROJECT:

[AUTHORIZED REPRESENTATIVE]
[AUTHORIZED REPRESENTATIVE TITLE]

Date

[CONTRACTOR NAME]

[AUTHORIZED REPRESENTATIVE]
[AUTHORIZED REPRESENTATIVE TITLE]

Date

List of Exhibits, Documents and Attachments:

- Exhibit A: INSURANCE REQUIREMENTS FOR CONTRACTOR
- Exhibit B: SCOPE OF WORK
- Exhibit C: AWARD BUDGET AND PAYMENT PROVISIONS
- Exhibit D: ADDITIONAL REQUIREMENTS

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability

(including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability

(Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, THE VITALITY PROJECT shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "THE VITALITY PROJECT, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "THE VITALITY PROJECT"

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, THE VITALITY PROJECT. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to THE VITALITY PROJECT and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects THE VITALITY PROJECT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by THE VITALITY PROJECT, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Contractor shall not reduce or cancel an insurance policy required herein without 30 days' prior written notice to THE VITALITY PROJECT.

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to THE VITALITY PROJECT. THE VITALITY PROJECT reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. THE VITALITY PROJECT, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, THE VITALITY PROJECT may purchase such required insurance coverage, and without further notice to Contractor, THE VITALITY PROJECT may deduct from sums due to Contractor any premium costs advanced by THE VITALITY PROJECT for such insurance.

Policy Obligations

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

Verification of Coverage

Contractor shall furnish THE VITALITY PROJECT with original certificates and endorsements affecting coverage required herein. All certificates and endorsements shall be received and approved by THE VITALITY PROJECT prior to THE VITALITY PROJECT signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

THE VITALITY PROJECT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT B
SCOPE OF WORK

[DESCRIPTION OF CONTRACTED WORK]

SAMPLE

EXHIBIT C

AWARD BUDGET AND EXPENDITURE DEADLINES

AWARD BUDGET:

Contractor has been awarded the following grant activity amounts:

[ORIGINATING FUNDING SOURCE 1][FUNDING AMOUNT]

[ORIGINATING FUNDING SOURCE 2][FUNDING AMOUNT]

Total: [TOTAL FUNDING AMOUNT]

EXPENDITURE DEADLINES:

Expenditure Deadline	Cumulative % of Award that must be Expended	Cumulative Amount of Award that must be Expended
[DEADLINE 1]	[%]	[AMOUNT]
[DEADLINE 2]	[%]	[AMOUNT]
[DEADLINE 3]	[%]	[AMOUNT]
[DEADLINE 4]	[%]	[AMOUNT]

Payments to contractor shall be made in accordance with **Sections 5 and 6** of this agreement.

EXHIBIT D

ADDITIONAL REQUIREMENTS

1. Continuum of Care Participation

The Tehama County Continuum of Care is a collaborative of service providers and other stakeholders who are committed to preventing and ending homelessness in Tehama County. As a condition of award, grantees must commit to sending representation to the monthly Tehama CoC General Collaborative Committee meeting, and are encouraged to participate in other Tehama CoC activities as well as the Tehama County Housing and Homeless Stakeholders' Collaborative, an associated collaborative whose goal is to carry out the objectives of the Tehama County 10-Year Plan to End Homelessness. Learn more about Tehama CoC and review the 10-Year Plan at www.tehamacoc.org.

2. Coordinated Entry System (CES) Participation

The Tehama County Coordinated Entry System (CES) is a community-wide system through which people experiencing or at risk of experiencing homelessness can access the crisis response system in a streamlined way. Individuals and families in need of housing enter the CES through undergoing a standardized assessment that measures their needs and strengths and adding them to the community-wide Housing Needs List. Participating providers then use the list to identify potential participants for their housing and housing-related services. Grantees will be required to accept referrals from the CES into its emergency intervention services, assess and enter participants into the CES and fill openings in its Rapid Rehousing/Rental Assistance program through the Housing Needs List. The Tehama CES utilizes 2-1-1 NorCal as its primary point of entry, however, local service providers may also choose to assess individuals and families and enter them directly into the CES. Grantees will be expected to participate further developing the system and to incorporate the CES into its service delivery system to the greatest extent possible.

3. Homeless Management Information System (HMIS) Participation

The Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and other services to homeless individuals and families and persons at risk of homelessness on a community-wide basis. The Tehama HMIS uses Apricot, a software product developed by Social Solutions Global Confidential. to collect HMIS data. All clients, programs and services provided at are to be tracked using this community-wide system. HMIS Data Elements may be reported directly into Tehama CoC's community-wide electronic records system, or by alternative means as agreed upon between THE VITALITY PROJECT and Contractor. Grantees are responsible for adhering to all applicable laws with regards to safeguarding the personal information of the persons they serve. For additional information about Tehama HMIS, download Tehama CoC's HMIS Policies and Procedures Manual at: <https://www.tehamacoc.org/hmis-policies-and-procedures.html>

4. Reporting

Grantees will be responsible for ensuring that all HMIS data, as well as any data requested by all funders and governing agencies, is collected accurately by all staff and subcontractors, to the extent permitted by laws that govern each service type. Grantees will be expected to provide regular reports to governing agencies and others as directed by governing agencies.