

AGREEMENT FOR SERVICES #8113
Point-in-Time Count Services

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Social Entrepreneurs, Inc., a Nevada Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6548 South McCarran Boulevard, Suite B, Reno, Nevada 89509 and whose Agent for Service of Process is CT Corporation System, 330 North Brand Boulevard, Glendale, California 91203 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to perform annual sheltered and bi-annual unsheltered Point-in-Time (PIT) Counts, surveys, and analysis of homeless individuals in El Dorado County and report preparation required by the United States Department of Housing and Urban Development (HUD);

WHEREAS, El Dorado County Health and Human Services Agency (HHSA) has been designated as the Administrative Entity (AE) for the El Dorado Opportunity Knocks Continuum of Care (EDOK EDOK CoC);

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, "Scope of Services;" that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide specialized planning, training, guidance, and assistance to the EDOK CoC, with regard to the HUD mandated PIT Count and Housing Inventory Count (HIC) for all geographical areas in El Dorado County for the three (3) year period of 2024-2026. Contractor will execute the planned PIT and HIC Counts during the HUD required timeframe of the last two weeks of January during this planned period unless an alternate schedule is approved by HUD. Contractor will develop and lead a planning process that will result in the successful completion of annual PIT Counts and HIC that align with the HUD guidance and requirements in all areas of El Dorado County. Planned counts include:

- A. 2024 Unsheltered PIT Count, Sheltered PIT Count, and HIC: EDOK CoC will organize and oversee a PIT Count Planning Committee that will begin preparation, recruitment, and planning activities for the 2024 PIT Count to include selection of the dates of the count, volunteer recruitment, service provider outreach, and identification of local survey questions. Contractor shall develop comprehensive 2024 unsheltered PIT Count and survey methodology, complete 2024 PIT Counts and HIC fieldwork, and complete 2024 PIT and HIC survey data collection and reporting. Contractor shall be responsible for contracting with a software vendor for purchasing licenses for the mobile application to be used in the counts for data collection and reporting. Prior to submission, Contractor shall complete 2024 PIT and HIC data analysis including reviewing, cleaning, and validating all survey data collected by volunteers and will conduct any and all supplementary data collection or extrapolation to correct errors identified in HUD's Data Exchange (HDX) to prepare data for HDX submission and executive report. Contractor will ensure data collection, analysis and reporting are error free and submitted in the HDX by the HUD required date for the Unsheltered PIT Count in 2024, and the HIC and Sheltered PIT Count in 2024. Contractor will develop an Annual Report to summarize key findings to diverse audiences each count year. PIT Annual Reports will include an executive summary, methodology and results sections. Contractor is responsible for accuracy of all data provided in the Annual Report, including updating data based on HUD review and Annual Homeless Assessment Report (AHAR).
- B. 2025 Sheltered PIT Count and HIC: Contractor shall develop comprehensive 2025 sheltered PIT Count and HIC methodology, complete 2025 PIT Count and HIC fieldwork, and complete 2025 PIT and HIC survey data collection and reporting. Contractor shall be responsible for contracting with a software vendor for purchasing licenses for the mobile application to be used for data collection. Contractor shall complete 2025 PIT data analysis, prepare data for HDX submission and prepare and finalize executive survey and report. Contractor will ensure data collection, analysis and reporting are error free and submitted to HDX by the HUD required date in the HDX for the HIC and Sheltered PIT Count in 2025. Contractor will review, clean, and validate all survey data collected and will conduct any and all supplementary data collection or extrapolation to correct errors identified in HDX. Contractor will develop an Annual Report to summarize key findings to diverse audiences each count year. PIT Annual Reports will include an executive summary, methodology and results sections. Contractor is responsible for accuracy of all data provided in the Annual Report, including updating data based on HUD review and AHAR.

- C. 2026 Unsheltered PIT Count, Sheltered PIT Count, and HIC: Contractor shall develop comprehensive 2026 unsheltered PIT Count and survey methodology, complete 2026 PIT Counts and HIC fieldwork, and complete 2026 PIT and HIC survey data collection and reporting. Contractor shall be responsible for contracting with a software vendor for purchasing licenses for the mobile application to be used for data collection and reporting. Contractor shall complete 2026 PIT Count data analysis and prepare data for HDX submission and executive report. Prior to submission, Contractor will review, clean, and validate all survey data collected by volunteers and will conduct any and call supplementary data collection or extrapolation to correct errors identified in HDX. Contractor will ensure data collection, analysis and reporting are error free and submitted to HDX by the HUD required date in the HDX for the Unsheltered PIT Count in 2026, and the HIC and Sheltered PIT Count in 2026. Contractor will develop an Annual Report to summarize key findings to diverse audiences each count year. PIT Annual Reports will include an executive summary, methodology and results sections. Contractor is responsible for accuracy of all data provided in the Annual Report, including updating data based on HUD review and AHAR.
- D. 2024 and 2026 PIT Count Volunteer and Paid Surveyor Training and Temporary Staffing: Contractor shall engage, oversee, and provide PIT Count training to Countywide PIT Count survey administrator volunteers. In collaboration with the EDOK CoC, Contractor shall create and administer an online volunteer sign-up form to track the volunteers for the biannual PIT Counts and incorporate Exhibit A, marked "County of El Dorado Volunteer Release Form" incorporated herein and made by reference a part hereof, to the online volunteer sign-up process. Contractor shall ensure that all PIT Count volunteers for both the 2024 and 2026 PIT Counts sign Exhibit A prior to participation in the PIT Counts and return signed forms to the Contract Administrator. Exhibit A may be modified with the approval of County Counsel. In collaboration with the EDOK CoC, Contractor shall lead the recruitment, temporary staffing, and direct oversight of PIT Count survey team guides with homeless lived experience and provide technical training and expertise to these individuals for PIT Count activities. Contractor shall provide training on the PIT Count processes, canvassing maps, route planning, and day of PIT Count logistics, to HHSA, Housing and Homelessness Services staff, PIT Count volunteers, and other designated PIT Count committee members, and provide technical assistance to stakeholders involved in conducting the 2024 and 2026 PIT Counts in El Dorado County. To ensure consistent and comprehensive data collection, Contractor will manage and coordinate all activities on the planned day for conducting the count throughout El Dorado County.
- E. Reporting/Project Deliverables: Contractor is responsible for submitting on-time reports to HHSA staff through meeting specific deliverables related to each phase in the annual HIC and PIT Count process. Contractor shall meet the project deliverables and timelines as defined in Exhibit B marked "Deliverables," incorporated herein and made by reference a part hereof. Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and collaborative manner. Contractor is responsible for ensuring that its employees and PIT Count volunteers working under their leadership perform the services and tasks required under this Agreement accordingly.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period December 5, 2023 through September 30, 2026.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables identified in Exhibit B marked “Deliverables,” County agrees to pay Contractor upon the satisfactory completion and County’s acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County’s receipt and approval of invoices identifying the services rendered.

A. **Rates:** For the purposes of this Agreement, the billing rates shall in accordance with the not-to-exceed budget for this Agreement, as shown below, in the table marked “Budget.” Contractor may request to reallocate the expenses listed herein among the various staffing positions and operational costs, subject to Contract Administrator written approval. In no event shall the total not-to-exceed amount of the Agreement go over the amount shown in Article IV Maximum Obligation.

Budget	
Position	Not to Exceed
Project Manager – Rate of \$175/hour beginning upon execution through May 31, 2025, Rate of \$190/hour beginning June 1, 2025 continuing through the end of the Agreement	\$ 48,477.50
Client Service Associate – Rate of \$145/hour beginning upon execution through May 31, 2025, Rate of \$160/hour beginning June 1, 2025 continuing through the end of the Agreement	\$ 35,115.00
Client Service Associate – Rate of \$145/hour beginning upon execution through May 31, 2025, Rate of \$160/hour beginning June 1, 2025 continuing through the end of the Agreement	\$ 10,310.00
Principal – Rate of \$205/hour beginning upon execution through May 31, 2025, Rate of \$220/hour beginning June 1, 2025 continuing through the end of the Agreement	\$ 7,040.00
Research Associate – Rate of \$105/hour beginning upon execution through May 31, 2025, Rate of \$120/hour beginning June 1, 2025 continuing through the end of the Agreement	\$ 4,440.00
Controller – Rate of \$175/hour beginning upon execution through May 31, 2025, Rate of \$190/hour beginning June 1, 2025 continuing through the end of the Agreement	\$ 4,860.00
Total Contractors and Consultant Costs	\$ 110,242.50
El Dorado County Operational Costs, Supplies, and Telecommunications	
Mileage	\$ 1,801.25
Lodging	\$ 871.20
Meals	\$ 330.00
Incentives to support participation in the Unsheltered Count in 2024 and 2026	\$ 1,000.00

Mobile application usage/licensing fees to support consistent data collection for the Unsheltered Count in 2024 and 2026	\$	15,750.00
Total Operational Costs	\$	19,752.45
Direct Costs Subtotal	\$	129,994.95
Indirect Costs: Facilities and Administrative Costs		Not/Applicable
TOTAL Costs / Budget for Entire Contract	\$	129,994.95

Reimbursement for mileage expenses for Contractor and subcontractors, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy available at <https://www.edcgov.us/Government/BOS/Policies/Documents/D-1>, at the time the mileage expenses are incurred. There shall be no markups allowed on mileage expenses for Contractor or for any subcontractor. Any reimbursements for mileage expenses will only be made if such expenses are included in the Cost Proposal of an approved and fully executed Work Order issued pursuant to this Agreement.

B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx and shall reference this Agreement number on their faces.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

Email (preferred method):	U.S. Mail:
<p>CSinvoice@edcgov.us Cc: Alyson.mcmillan@edcgov.us Please include in the subject line: “Contract #, Service Month, Description / Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency’s Chief Fiscal Officer.

Upon request from County’s Contract Administrator, Contractor shall submit audited financial reports specific to this Agreement within forty-five (45) days of County request. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

In the event that Contractor fails to deliver, in the format specified, the deliverables and financial

reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or financial reports are received, or proceed as set forth below in the article titled "Default, Termination, and Cancellation," herein.

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$129,994.95.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further Agreement will be necessary to transfer ownership to County. Copies may be made for Contractor's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Contractor shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

If a submittal or deliverable is required to be an electronic file, Contractor shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Contractor shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in the Article titled, "Default, Termination, and Cancellation," herein.

ARTICLE VI

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may

necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.

- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE VII

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Contractor shall comply with Exhibit C, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit C upon request by County.

ARTICLE VIII

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE IX

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE X

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XIII

Health Insurance Portability and Accountability Act (HIPAA) Compliance: As a condition of Contractor performing services for County, Contractor shall execute Exhibit D, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

ARTICLE XIV

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

ARTICLE XV

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees. Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XVI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVIII

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.

2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If

such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
hhsa-contract@edcgov.us

or to such other location as the County directs.

With a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

SOCIAL ENTREPRENEURS, INC.
6548 S. McCarran Blvd.
Reno, Nevada 89509
ATTN: Kelly Marschall, Chief Executive Officer
kmarschall@socialent.com

or to such other location as the Contractor directs.

ARTICLE XX

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in

writing pursuant to the provisions contained herein above under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXI

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1) The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2) The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XXIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXIV

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit E, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XXVI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXVII

County Payee Data Record Form: All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVIII

County Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIX

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Alyson McMillan, MSW, Program Manager, Housing and Homelessness Services, Health and Human Services Agency, or successor.

ARTICLE XXXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXVI

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXXVII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: *Alyson McMillan*
Alyson McMillan, MSW
Program Manager
Housing and Homelessness Services

Dated: 11/17/2023

Requesting Department Head Concurrence:

By: *Olivia Byron-Cooper*
Olivia Byron-Cooper (Nov 17, 2023 10:57 PST)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 11/17/2023

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 12/5/2023

By: Wendy Thomas
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kaylee Runke
Deputy Clerk

Dated: 12/5/2023

-- SOCIAL ENTREPRENEURS, INC. --

By: Kelly A Marschall
Kelly A Marschall (Nov 17, 2023 12:15 PST)
Kelly Marschall
Chief Executive Officer
"Contractor"

Dated: 11/17/2023

By: Lisa Watson
Lisa Watson (Nov 17, 2023 12:47 PST)
Lisa Watson
Secretary

Dated: 11/17/2023



Social Entrepreneurs, Inc.
Exhibit A
County of El Dorado Volunteer Release Form

I, _____, have voluntarily applied to provide volunteer services for the County of El Dorado (County). I, the volunteer (or the volunteer's parent/legal guardian, on the volunteer's behalf), agree to the following:

VOLUNTEER: I understand and acknowledge that I am engaging in this activity as a volunteer and not as an employee, official, officer, or representative of the County. I further acknowledge that I am not entitled to any compensation, benefit, or insurance coverage from the County, or any event promoter, sponsor, or organizer. I understand and acknowledge that the County can terminate my status as a volunteer for the County at any time for any reason.

CONFIDENTIALITY: In the course of my volunteer service, I may learn of, be told, or be asked to relay information of a private, confidential, or privileged nature. I will not, under any circumstance, during or after my volunteer service, disclose private, confidential or privileged information unless explicitly directed by the designated supervisor with express authority to give such direction. I agree not to take or post any photos of a sensitive and/or private matter for personal use or for sharing on social media without express permission from the designated supervisor.

PHOTOS/PUBLICITY:

I agree to allow my image or "likeness" to be used in published materials and websites that promote the County's Volunteer Programs. I grant the County all right, title, and interest in any and all photographic images, video, or audio recordings and other replications or documentation of my person or voice made by the County during my volunteer service with the County, including, but not limited to, any royalties, proceeds, or other benefits that are derived from such photographs or recordings.

I do not agree to allow my image or "likeness" to be used in published materials and websites that promote the County's Volunteer Programs.

COUNTY POLICIES, TRAINING, AND FORMS: For volunteer assignments lasting 30 calendar days or more, I have received the "Volunteer Resources and Required Training/Forms" document, and agree to read all applicable policies, complete all required training, and complete and submit all required forms as determined by the department head or designee and the Department of Human Resources.



RELEASE: I understand and agree to indemnify, defend, and hold harmless the County of El Dorado, its officers, agents, representatives, employees and volunteers, from any and all liability, claims, suits, losses, damages, or expenses of every kind which are claimed to or in any way arise out of or are connected with my participation in the volunteer services. This release shall not apply to liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute.

I have carefully read this agreement and fully understand its contents. I am fully aware that this is a release of liability as well as a contract between myself and the County of El Dorado, and sign it of my own free will.

Signature: _____ Date: _____
(Volunteer)

Signature: _____ Date: _____
(Parent/Legal Guardian)

Signature: _____ Date: _____
(Department Head or Designee)

EMERGENCY CONTACT INFORMATION

Person to Notify in the Event of an Emergency	
Name	
Relationship	
Emergency Phone Number	
Address	
City, State, Zip Code	

Social Entrepreneurs, Inc.
Exhibit B
Deliverables

Fiscal Year 2023-2024		
FY 23/24 Due Date	Action	Deliverable
December 31, 2023	Develop a comprehensive data collection and reporting plan including data collection tools (surveys) in accordance with HUD regulations and local data requests	Survey tools with HUD required questions
December 31, 2023	Convene PIT Count Committee, Lead Meetings	Meeting agendas and attendance logs
December 31, 2023	Review HMIS and work with the PIT Count Coordinating Committee and others to identify providers not entering data in HMIS that should be included in the HIC or Sheltered PIT	List of service providers with primary points of contact identified
December 31, 2023	Development or Update of Volunteer Recruitment Plan in coordination with EDOK Coc and PIT Planning Committee	Online Volunteer sign-up portal available and County Volunteer Agreement and Release forms prepared
January 31, 2024	Develop or Update training materials and PIT reporting template; Review and update PIT Guide based on updated HUD Guidance	Completed PIT Guide with all latest HUD updates and PIT Reporting template
January 31, 2024	Schedule, prepare for, and conduct volunteer training	Volunteer training seminars with attendance logs; canvassing maps; Volunteer Release Forms signed and collected
January 31, 2024	Conduct PIT Count that aligns with HUD guidance and requirements in all areas of El Dorado County	Counts Completed and Data Collected
January 31, 2024	Conduct HIC that aligns with HUD guidance and requirements for all areas of El Dorado County	HIC Completed and Data Collected

April 30, 2024	Utilize HMIS and coordinate with all known service providers to obtain the data necessary for HIC and Sheltered PIT counts	Contact made with all identified Service Providers. Provider completed surveys with required data.
April 30, 2024	Finalize and submit Sheltered count and HIC data to HDX	HDX report for review and resolve errors and warnings
April 30, 2024	Finalize and submit Unsheltered data to HDX	HDX report for review and resolve errors and warning
April 30, 2024	Data Submission to HDX	Successful submission in HDX
May 31, 2024	Complete all sections of approved PIT Count Annual Report specific to the type of count conducted	Finalized comprehensive Annual PIT Report delivered to the EDOK CoC
May 31, 2024	Post-count debriefing meeting	Lessons learned documentation
TBD	Annual Report updates based on HUD review or AHAR, if necessary	Updated Annual Report

Fiscal Year 2024-2025		
FY 24/25 Due Date	Action	Deliverable
December 31, 2024	Update comprehensive data collection and reporting plan in accordance with HUD regulations and local data requests	Survey tools with HUD required questions
December 31, 2024	Review HMIS and work with the PIT Count Coordinating Committee and others to identify providers not entering data in HMIS that should be included in the HIC or Sheltered PIT	List of service providers with points of contact identified
January 31, 2025	Convene PIT Count Committee, Lead Meetings	Meeting agendas and attendance logs

January 31, 2025	Develop or Update training materials and PIT reporting template; Review and update PIT Guide based on updated HUD Guidance	Completed PIT Guide with all latest HUD updates and PIT Reporting template
January 31, 2025	Conduct PIT Count that aligns with HUD guidance and requirements in all areas of El Dorado County	Data collected and prepared for submission
January 31, 2025	Conduct HIC that aligns with HUD guidance and requirements for all areas of El Dorado County	Data collected and prepared for submission
April 30, 2025	Utilize HMIS and coordinate with all known service providers to obtain the data necessary for HIC and Sheltered PIT counts	Contact made with all identified service providers; Survey data is collected;
April 30, 2025	Finalize and submit Sheltered count and HIC data to HDX	HDX report for review and resolve errors and warnings
April 30, 2025	Data Submission to HDX	Successful submission in HDX
May 31, 2025	Complete all sections of approved PIT Count Annual Report specific to the type of count conducted	Finalized Comprehensive Annual PIT Report delivered to the EDOK CoC
May 31, 2025	Post-count debriefing meeting	Lessons learned documentation
TBD	Annual Report updates based on HUD review or AHAR, if necessary	Updated Annual Report

Fiscal Year 2025-2026		
FY 25/26 Due Dates	Action	Deliverable
December 31, 2025	Develop a comprehensive data collection and reporting plan including data collection tools (surveys) in accordance with HUD regulations and local data requests	Survey tools with HUD required questions
December 31, 2025	Convene PIT Count Committee, Lead Meetings	Meeting agendas and attendance logs
December 31, 2025	Review HMIS and work with the PIT Count Coordinating Committee and others to identify providers not entering data in HMIS that should be included in the HIC or Sheltered PIT	List of service providers with points of contact identified
December 31, 2025	Development or Update of Volunteer Recruitment Plan in coordination with EDOK Coc and PIT Planning Committee	Online Volunteer sign-up portal available with County Volunteer Agreement and Release forms prepared
January 31, 2026	Develop or Update training materials and PIT reporting template; Review and update PIT Guide based on updated HUD Guidance	Completed PIT Guide with all latest HUD updates and PIT Reporting template
January 31, 2026	Schedule, prepare for, and conduct volunteer training	Volunteer training seminars with attendance logs; canvassing maps; Volunteer Agreement and Release forms signed and collected
January 31, 2026	Conduct PIT Count that aligns with HUD guidance and requirements in all areas of El Dorado County	Data collected and prepared for submission
January 31, 2026	Conduct HIC that aligns with HUD guidance and requirements for all areas of El Dorado County	Data collected and prepared for submission
April 30, 2026	Utilize HMIS and coordinate with all known service providers to obtain the data necessary for HIC and Sheltered PIT counts	Contact made with all identified service providers; Survey data has been collected

April 30, 2026	Finalize and submit Sheltered count and HIC data to HDX	Insert PIT data into HDX and identify errors and warnings.
April 30, 2026	Finalize and submit Unsheltered data to HDX	Insert PIT data into HDX and identify errors and warnings.
April 30, 2026	Data Submission to HDX	Successful submission
May 31, 2026	Complete all sections of approved PIT Count Executive Report specific to the type of count conducted	Finalized Annual PIT Report delivered to the EDOK CoC
May 31, 2026	Post-count debriefing meeting	Lessons learned documentation
TBD	Annual Report updates based on HUD review or AHAR, if necessary	Updated Annual Report

Social Entrepreneurs, Inc.
Exhibit C
“Vendor Assurance of Compliance with
Nondiscrimination in State and Federally Assisted Programs”

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and **HEREBY GIVE ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and **THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT** administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

11/17/2023
Date
3315 Markridge Drive, Reno NV 89509
Address of vendor/recipient

Kelly A Marschall
Kelly A Marschall / Nov 17, 2023 12:15 PST
Signature

(08/13/01)

Social Entrepreneurs, Inc.
Exhibit D
HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

RECITALS

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time;

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - 1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - 2. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - 3. Disclose PHI as necessary for BA's operations only if:
 - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
 - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
 - 4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - 5. Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - 6. De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") in effect or as may be amended, including but not limited to 45 CFR 164.308,

164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
- D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
 - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary"), BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- V. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
 - D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- VI. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
 1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
 - C. Effect of Termination.
 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy

all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

VII. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business

Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

- VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Approval and Signatures

By: *Kelly A Marschall* Dated: 11/17/2023
Kelly A Marschall (Nov 17, 2023 12:15 PST)
Name
"BA Representative"

By: *Alyson McMillan* Dated: 11/17/2023
Name
"HHS Representative"

Social Entrepreneurs, Inc.
Exhibit E
California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

11/01/2023

Date

Social Entrepreneurs, Inc.

Type or write name of company

Kelly A Marschall
Kelly A Marschall (Nov 1, 2023 13:25 PDT)

Signature of authorized individual

Kelly A Marschall

Type or write name of authorized individual