

AGREEMENT FOR SERVICES #7189
Inclement Weather Lodging Program and Street Outreach 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 the El Dorado Community Foundation, a 501(c)(3) non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 312 Main St., Suite 201, Placerville, California 95667, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor is non-profit organization that promotes charitable giving in El Dorado County and serves as the fiscal agent and manager of the Housing El Dorado fund;

WHEREAS, Housing El Dorado, in partnership with the City of Placerville and the Upper Room Dining Hall, Inc., has designed and implemented the Inclement Weather Lodging Program to provide temporary inclement weather sheltering to residents experiencing homelessness on the Western Slope of El Dorado County during the Winter seasons;

WHEREAS, on March 27, 2020, the President of the United States signed the Coronavirus Aid, Relief, and Economic Security (CARES Act) (Public Law 116-136) into law. The CARES Act included a supplemental Emergency Solutions Grant ("ESG-CV") program to prevent, prepare for and respond to the coronavirus, among low to moderate-income persons by providing emergency shelter, street outreach, housing, a permanent job, a public service, or access to new or significantly improved infrastructure;

WHEREAS, on April 19, 2022, the County of El Dorado Board of Supervisors adopted an Emergency Shelter Crisis Declaration pursuant to Government Code section 8698.2, due to the finding that a significant number of persons residing in El Dorado County do not have the ability to obtain shelter, and that the situation has resulted in a threat to the health and safety of those persons;

WHEREAS, County has determined that it is necessary to obtain a contractor to provide temporary inclement weather shelter for individuals experiencing unsheltered homelessness for two months during the 2022-2023 winter season through the Inclement Weather Lodging Program, and to provide Street Outreach to individuals residing in unsheltered encampments (hereinafter referred to as "Clients");

WHEREAS, this Agreement is necessary for the preservation of public health and safety, and will provide a valuable public service through the provision of funding to Contractor to allow the Inclement Weather Lodging Program to operate for two months to house vulnerable residents and preserve life during the 2022-2023 winter season;

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 due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030, 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, supplies, transportation, and equipment necessary to operate the Inclement Weather Lodging Program ("IWLP") and conduct Street Outreach ("SO") activities to persons experiencing unsheltered homelessness in the western slope of El Dorado County. Contractor shall provide services including but not limited to the following:

A. Housing First Principles

Contractor shall ensure that IWLP and SO related activities funded through this Agreement, will comply or otherwise align with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision b. Individuals and families assisted by funding under this Agreement must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, SO, or other homelessness services.

B. Duplication of Benefits Verification

1. Contractor, through the administration of services included in this Agreement, shall adhere to the ESG-CV Program duplication of benefits policy, and ensure that there are adequate procedures in place to prevent any duplication of benefits as required by Section 312 (42 United State Code [U.S.C.] 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C 5121 et seq.)

2. Contractor shall verify that no unauthorized duplication or overlap of benefits occurs for enrolled Street Outreach and Inclement Weather Lodging Program Clients, prior to the provision of services.

C. Homeless Management Information System (HMIS)

1. Contractor shall ensure that Clients will undergo a Client intake and homelessness verification process, prior to admission to the IWLP and SO Programs, in accordance with Exhibit A “Verification Checklist: Homeless Documentation,” attached hereto and incorporated by reference herein, with completed verification uploaded to HMIS with the corresponding Client data.
2. Contractor shall complete a daily report on the number of Clients sheltered, number of Client discharges, and report Client incidents, and/or Client discharges that occurred in the IWLP or alternative lodging site.
3. Upon obtaining Client consent for information to be entered into the HMIS, Contractor shall ensure that Client data is entered into the HMIS, within 24 hours of, and no more than 72 hours after, first serving a Client. If Client consent is not provided, Contractor will provide de-identified data via email to the County’s Contract Administrator at alyson.mcmillan@edcgov.us, within the same timeframe regarding number of clients served, services provided, and exit destination.
4. Contractor shall comply with the El Dorado Opportunity Knocks CoC HMIS Policies outlined in, Exhibit B “EDOK HMIS Policies and Procedures,” attached hereto and incorporated by reference herein.
5. HMIS Data Quality
 - a) Contractor will ensure that Client data will be collected, aggregated, analyzed and reported in the HMIS system.
 - b) Contractor shall ensure that HMIS data reporting requirements are met, and information is entered accurately and timely.

D. Client Confidentiality

1. The Contractor shall establish confidentiality policies for the IWLP and SO Programs that are at a minimum consistent with the HMIS privacy and security requirements outlined in Exhibit B.
2. Clients will be afforded the maximum amount of privacy within the confines of the IWLP and SO Programs.
3. Contractor agrees to dispose of documents that contain identifiable Client level data in a manner that will protect client confidentiality
4. Client files shall be kept in a secure or locked location.
5. All verbal communication of confidential information will be done in a way that avoids any unintended disclosure.

E. IWLP Program Specifications

1. Operations Period

Contractor will provide temporary and inclement weather congregate and alternative non-congregate lodging for homeless residents on days when temperatures are predicted to fall below 35 degrees during dry days, or below 45 degrees on rainy/wet days in the County’s western slope, during the planned operations period effective from December 1, 2022, through February 15, 2023, unless extended mutually between County and Contractor. In the event of a mutually agreed upon extension to the planned operations, with said extension to not extend

beyond the term of this Agreement, County shall notify Contractor in writing pursuant to the provisions contained in this Agreement in the Article titled "Notice to Parties."

2. IWLP Congregate Location

Contractor acknowledges that temporary and inclement weather congregate lodging for homeless residents will be provided at the following location during the operations period, or at a location mutually agreed upon by the parties hereto in the event a relocation is required:

Benham Park (Scout Hall)
3071 Benham Street
Placerville, CA 95667

3. Operations Management

The IWLP, inclusive of alternative non-congregate lodging, is expected to operate nightly during the operations period when the temperature meets the criteria specified in this Agreement. Contractor shall oversee and coordinate all program operations, including but limited to the following:

- a) Have staff onsite daily at regularly scheduled intervals during IWLP hours of operation and staff available to respond to emergencies.
- b) Provide staff and vehicles to manage the transport of Clients to and from the designed pick-up locations to the IWLP and the alternative non-congregate lodging site when applicable, and to approved Client appointment locations.
- c) Oversee Client admission and intake processing to the IWLP and alternative non-congregate lodging site.
- d) Provide oversight of program and support staff including hiring, training, meetings, accountability, and staff schedules.
- e) Complete shelter intakes, including verification of Client homelessness status as required for admission.
- f) Enter all Client data into HMIS, indicating what supports and/or services are provided to each Client and review HMIS data daily for completion and accuracy.
- g) Orient Clients on IWLP and alternative non-congregate lodging site policies, rules, rights, responsibilities, and ensure Clients are reoriented on a regular basis as needed.
- h) Provide de-escalation support to clients and intervene in disturbances as necessary. Address with proper outside law-enforcement or medical support when appropriate.

4. IWLP Hours

- a) Contractor shall make the determination if the IWLP and alternative non-congregate lodging sites will be open within three (3) days (72 hours) in advance of the scheduled operational dates, based on the forecasted weather in Placerville, California, at the time of determination.
- b) Upon the determination that the IWLP site will be open, the following hours apply:
 - i. IWLP will be open from 5:00 p.m. on the day of Client check-in until 9:00 a.m. the following day.
 - ii. Clients will be checked out of the IWLP at 9:00 a.m. the day following their check-in date.
 - iii. All Clients must be registered/signed into the IWLP location by 8:00 p.m. or they will not be allowed admittance, unless approved by the Program Coordinator prior to arrival.
 - iv. Entry into the alternative non-congregate lodging site consists of Clients being provided up to seven (7) night's stay and Clients will be expected to follow the site's specified hours during their length of stay.

- c) Public Communication of Operations/Hours/Pick-Up Locations
 - i. Contractor will post the IWLP hours/days of operation at public locations commonly visited by persons experiencing homelessness, on an ongoing basis during the operations period, to publicize the planned daily operations, including opening or closure of the programs.
 - ii. Contractor will have staff answering a publicized “IWLP Shelter Hotline” informing callers of the operational hours/dates/times, including if the IWLP is open or closed and the designated pick-up locations, between the hours of 8:00 a.m. to 3:30 p.m., daily effective Monday-Sunday.
5. Staffing Requirements for IWLP
- a) Staff on Duty
 - i. Contractor shall have sufficient staffing on a daily basis at the IWLP to ensure the safety and supervision of Clients.
 - ii. If fewer than two (2) lead staff or volunteers are scheduled, an on-call lead staff member shall be available.
 - iii. All staff and volunteers shall be awake during hours of operation. Resting time may be available depending on staffing levels and needs.
 - iv. A Program Coordinator or lead staff will be available on call to the IWLP for consultation to staff/volunteers about challenging Client situations and other urgent matters.
 - v. Staff and volunteers will be educated to the chain of command and trained on situations that will require consultation with the Program Coordinator.
 - b) Hiring
 - i. The Contractor shall not employ or continue to employ any person convicted of any crime involving harm to children and/or elder or dependent adults, or any person on active probation or parole.
 - ii. Background checks will be conducted on all staff and volunteers working at the IWLP site.
 - iii. Disqualification for hiring based on the results of the background check will be determined by the Program Coordinator.
 - iv. Contractor shall make a reasonable effort to employ bilingual staff for the services described herein. In the event the recruitment of such staff is unfeasible, as determined by the Contractor, the Contractor shall provide direct access to language or translation services or support so that language barriers shall not be an obstruction to the provision of services shall not be disrupted.
 - c) Staff and Volunteer Training

Contractor shall ensure the following training topics are covered during new staff/volunteer orientation(s), or as needed for staff education:

 - i. Confidentiality protocols;
 - ii. Crisis prevention and/or verbal de-escalation;
 - iii. Mandatory reporting requirement related to child/elder abuse;
 - iv. Universal precautions/infectious disease prevention;
 - v. Anti-discrimination and reasonable accommodation;
 - vi. IWLP guidelines and all related Client Policies;
 - vii. Emergency evacuation procedures and fire safety; and
 - viii. HMIS Privacy/Security, data collection/entry, and Homelessness Verification Certification form processes (required only for staff conducting any intake, data entry, or other data processing functions.)

6. IWLP Site Safety Standards
 - a) Program location will meet all fire and building codes unless exempt.
 - b) The IWLP location will comply with state and local health, environmental and safety standards.
 - c) Contractor shall ensure cleanliness and maintain sanitation/cleanliness of the IWLP.
7. Amenities (Congregate IWLP Site Only)
 - a) Continental breakfast will be provided to Clients residing in the congregate IWLP each morning.
 - b) In coordination with the provision of Street Outreach (SO) services, Contractor shall provide transport to Clients residing in the IWLP to housing and homelessness support appointments or pre-approved established appointments approved by Contractor.
 - c) In coordination with the SO Program, Contractor shall provide transport to Clients residing in the IWLP to a community church, Green Valley Church located in Placerville, every Friday during the operations period, to connect the Client to showers, hair-cuts, clothing closet, and medical partners for on-site medical treatment.
8. IWLP and Alternative Non-Congregate Lodging Guidelines
 - a) IWLP site has the capacity to shelter up to 18 Clients in a congregate setting on a nightly basis.
 - b) For Clients that qualify, alternative, temporary non-congregate lodging for up to seven (7) nights will be provided by Contractor, with transport provided to/from this location, based on the following criteria:
 - i. Unsheltered household with one (1) or more child;
 - ii. Unsheltered Client with a disability in which an accommodation cannot be provided in the congregate shelter setting, and is required in accordance with accessibility standards under the Americans with Disabilities Act of 1990 (ADA); and
 - iii. Clients with positive COVID-19 test result or documented contagious illness, including individuals recently discharged from hospitals in which residing in a congregate setting poses a significant health risk to self or others per documentation from a licensed medical professional.
 - c) Client Eligibility
 - i. To determine Client eligibility, Contractor shall perform a verification of homelessness with each Client during the intake process, prior to admission to IWLP or alternative lodging site, in accordance with Exhibit A, "Verification Checklist: Homeless Documentation."
 - ii. All individuals and families shall meet the definition of homeless as defined in 24 CFR 576.2 to be eligible for admission to IWLP. HUD provides definitions of four categories of individuals defined as homeless:
 - a. Currently Homeless;
 - b. Imminent Risk of Homelessness;
 - c. Homeless under other Federal statutes; and
 - d. Fleeing/attempting to flee domestic violence.
 - d) Transport Vehicles
 - i. Vehicles used to transport Clients from designated pick-up locations to IWLP and alternative lodging non-congregate site will be properly maintained, licensed, and insured.
 - ii. Contractor shall verify that transport drivers are properly licensed prior to providing access to vehicles.

e) Client Admissions

- i. The IWLP will not allow walk-ups and will accept referrals for admission via the County managed Coordinated Entry System first, then on a first-come, first serve intake basis with the following Client pick-up destinations and times established:
 - The Upper Room Dining Hall, Inc., 1868 Broadway, Placerville, CA, 95667 by 5:00 p.m.;
 - City of Placerville Library, 3101 Center Street, Placerville, CA 95667, by 5:00 p.m.; and/or
 - Walmart Bus Stop, 4300 Missouri Flat Rd, Placerville, CA 95667, by 5:00 p.m..
- ii. All check-in and Client intake forms will be completed at the check-in desk area by contracted staff.
- iii. Upon acceptance to the IWLP or alternative lodging program, Contractor shall notify Clients of the program rules and Client responsibilities, and ensure that Exhibit C, "Inclement Weather Lodging Program and Alternate Lodging Client Agreement and Rules," attached hereto and incorporated by reference herein, is completed and reviewed with each Client during the intake process.
- iv. Clients that qualify for the alternative lodging non-congregate site will be transported to the alternative location after verification of eligibility and admission into the IWLP.

f) Denial of Client Admission and Discharges

Contractor shall oversee and track all IWLP Client admission denials including but not limited to the following reasons for denial:

- i. IWLP has reached its maximum Client capacity;
- ii. Clients on parole, or with criminal records involving arson, sex offenses or violent crimes that pose a current risk to the health and safety of staff, volunteers, or Clients with a restraining order may be denied admission. The IWLP Program Coordinator shall meet with the Client with known criminal offense to determine if the Client is denied admission to the IWLP;
- iii. Clients who demonstrate violent or threatening behavior, were revoked based on prior IWLP policy violations, or who demonstrated conduct from a previous stay that puts the health and safety of staff or Clients at risk (violence, weapons violation, intentional property damage, etc.); and
- iv. If a Client requires care and supervision to manage activities of daily living such as ambulating, toileting, dressing, or maintaining continence, they will be denied admission and referred for appropriate care.

g) Non-Discrimination/Reasonable Accommodations

- i. All Clients have the right to program services regardless of religious affiliation, race, color, national origin, ancestry, political or religious beliefs, language, disability, family composition, gender identity and/or sexual orientation.
- ii. Contracted staff and volunteers will respect and be sensitive to the diversity of the Clients and Clients will be protected from all forms of discrimination.
- iii. The IWPL will provide an atmosphere of dignity and respect for all program guests.
- iv. Clients experiencing homelessness who undergo the intake/admission process for the IWPL are entitled to be screened for acceptance into the IWPL regardless of if they use a controlled substance. Denial of Admission to the Program location will not be based on substance use alone.

- h) Client Medications and First Aid
 - i. Contracted staff or volunteers are not allowed to dispense or administer medication except for Naxolone, to be used in emergency cases only, sold under the brand name Narcan and Kloxxado among others, which is a nasal spray medication used to reverse or reduce the effects of known or suspected opioid overdose emergency, and is required to be administered by others in accordance with the Instructions for Use, which are included on the medication.
 - ii. Clients should keep the necessary dosage of prescribed medication(s), except for marijuana, if applicable, with them to last them through the night.
 - iii. The IWLP facility will have proper sharps disposal and comply with universal precautions.
 - iv. Basic first aid supplies will be available on-site and be accessible to staff and volunteers for the health and safety of staff and Clients.
- 9. Infectious Disease/Prevention Control Safety Measures
 - a) COVID-19 Protections
 - i. Contractor shall follow recommendations provided by the California Department of Public Health included at Infection Control Guidance for Clients in Congregate Shelters, Including Shelters for People Experiencing Homelessness (ca.gov) to assist congregate shelter operators to mitigate the risk from COVID-19 infection for Clients, staff and volunteers.
 - ii. All individuals being transported to the IWLP for admission will receive a screening for COVID-19 symptoms and have their temperature taken prior to boarding the transport vehicle at the designated pick-up points.
 - iii. If an individual presents with symptoms suggestive of COVID-19 or has a temperature of 100.4 or above, the IWLP Program Coordinator should be contacted immediately to arrange alternative non-congregate lodging and transport.
 - b) Other Infectious Diseases/Prevention Control
 - i. Contractor shall provide referrals to health care providers when a Client shows symptoms of tuberculosis (TB), lice, scabies, or any other condition that may endanger the health of others.
 - ii. Contractor will advise and consult with the El Dorado County Department of Public Health and Contractor Administrator, if needed, and will follow their guidance as to follow up for the Client.
 - iii. All surfaces in the IWLP (including sleeping mats) and transport vehicles will be disinfected daily by Contractor.
- 10. Emergency Response
 - a) Contractor will have an Emergency Response and Safety Plan (“ERSP”) for the IWLP and will train staff and volunteers on ERSP. This ERSP will include access to fire extinguishers, appropriate exit signage, and plan for evacuation if necessary.
 - b) The IWLP location and Contractor will coordinate with the County Office of Emergency Management, if needed, to ensure the safety of all staff, volunteers and Clients.
 - c) In the case of a health emergency involving staff/volunteers or guests, contracted staff and volunteers will call 9-1-1.

F. Street Outreach Services Specifications

1. Street Outreach (SO) Operations Period

Contractor agrees to furnish the personnel, transportation, travel, and equipment necessary to provide SO services to County residents who are experiencing unsheltered homelessness within the western slope of El Dorado County, during the planned operations period effective from December 1, 2022, through February 28, 2023, unless extended mutually between County and Contractor. In the event of a mutually agreed upon extension to the planned operations, with said extension to not extend beyond the term of this Agreement, County shall notify Contractor in writing pursuant to the provisions contained in this Agreement in the Article titled "Notice to Parties."

2. Target Population

Contractor shall provide SO services to individuals and households within the County western slope that meet the "homeless" definition defined in 24 CFR 576.2, homeless paragraph(1)(i), as: (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

3. Staffing

- a) The Contractor shall not employ or continue to employ any person convicted of any crime involving harm to children and/or elder or dependent adults, or any person on active probation or parole, nor shall employment be offered to or continued for any person who must register pursuant to the Penal Code Section 290, Sex Offender Registration Act.
- b) Background checks will be conducted on all staff and volunteers working in the SO Program. Disqualification for hiring based on the results of the background check will be determined by the Program Coordinator
- c) The Contractor shall assure all staff, volunteers, and interns have training in child and elderly/dependent adult abuse mandated reporting, basic training in cultural diversity/competency, substance abuse, trauma-informed practice, and domestic violence.
- d) Contractor shall make a reasonable effort to employ individuals with homelessness lived experience to perform SO services.
- e) Contractor shall make a reasonable effort to employ bilingual staff for the services described herein. In the event the recruitment of such staff is unfeasible, as determined by the Contractor, the Contractor shall provide direct access to language or translation services or support so that language barriers shall not be an obstruction to the provision of services described herein.

4. Staff and Volunteer Training

- a) Contractor shall ensure the following training topics are covered during new staff/volunteer orientation(s) or as needed during the program operations period:
 - i. HMIS Client confidentiality and privacy and data collection/entry requirements
 - ii. Crisis prevention and/or verbal de-escalation
 - iii. Mandatory reporting requirement related to child/elder abuse
 - iv. Universal precautions/infectious disease prevention
 - v. Anti-discrimination and reasonable accommodation
 - vi. IWLP guidelines and all related Client Policies
 - vii. Emergency evacuation procedures and fire safety

5. Core Street Outreach (SO) Program Components

- a) Contractor shall provide essential engagement activities, as allowed under the ESG-CV Street Outreach Program, in adherence with engagement activities defined in 24 CFR 576. 101(a)(5), including but not limited to the following:
- i. Provide in-person outreach to various locations, including but not limited to: street; parks; abandoned buildings; bus stations; campgrounds; encampments; local homelessness services providers known as gathering hot-spots for homeless individuals; and other unsheltered settings;
 - ii. Perform engagement activities to locate, identify and build relationships with individuals or families living in unsheltered settings for the purpose of providing immediate support, intervention, and connections with homeless assistance programs or mainstream social services and housing programs;
 - iii. Meet with each Client to develop an initial assessment of an individual's needs and eligibility;
 - iv. Address Client's urgent physical needs, such as providing meals, blankets, clothes, access to showers, and toiletries;
 - v. Actively connect and provide information and referrals to Clients for programs targeted to homeless people and mainstream social services and housing programs, including County Coordinated Entry Services for case management services, emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs;
 - vi. Establish linkages with appropriate agencies and housing and homelessness service providers in the community to help Clients obtain needed supportive services;
 - vii. Provide referrals to Clients and related activities, such as scheduling appointments for Clients, or connecting Clients to needed services agencies to help Client's obtain needed supportive services, such as medical, social, and educational assistance, or other supportive services to address Clients' identified needs and goals;
 - viii. If requested by Client, assist Clients with completing application for benefits;
 - ix. Provide community engagement to educate local housing and homelessness providers about the seasonal SO Program, with specific outreach targeted to the following key audiences and purposes in the west slope of El Dorado County:
 - a. Recruitment of local participants for housing and homelessness services connections and referrals of unsheltered homeless Clients served through the SO Program (i.e., local schools, homeless outreach groups, and local housing and homelessness service providers;)
 - b. Coordination with community partners (i.e., EDOK CoC, homeless network groups, Upper Room Dining Hall, Volunteers of America-Northern California/Northern Nevada, housing agencies, social services, and local hospitals;) and
 - c. Attending homeless-related community events to build awareness of locations to target outreach efforts.
- b) Contractor shall provide essential transportation services, as allowed under ESG-CV Street Outreach Program, in adherence with the transportation requirements outlined in 24 CFR 576. 101(a)(1), including but not limited to the following:
- i. Transport unsheltered Clients to emergency shelters or other housing and homelessness service facilities;

- ii. Transport Clients to pre-established appointments for services; and
 - iii. Transport Clients to Green Valley Church located in Placerville, once per week during the service period to connect Clients to medical services provided by Marshall Medical Center, hair-cuts, clothing, and showers.
- c) Street Outreach Program Client Entry
- i. Upon Client admission into the SO Program, Contractor shall create a case file on the Client. Each file will contain, at a minimum: Client Intake application, copy of Client's current identification (if available), and completed release forms of Client information.
 - ii. Contractor shall work with each Client to completed additional as-needed documents for government funding including but not limited to:
 - a. Verification of Income (verification or self-declaration);
 - b. Homeless Certification (certification or self-declaration) in accordance with Exhibit A;
 - c. Supportive Services Plan for necessity of providing referrals and connecting Clients to needed services and programs; and
 - d. HMIS exit forms.
- d) Street Outreach (SO) Program Exits
- i. Client shall be released/exited from the SO Program for the following reasons:
 - a. Upon verification that a Client is no longer in need of services or is no longer homeless;
 - b. Client has verbally or via a written request asked to to exit from Program; or
 - c. Client violates the program engagement/participating requirements or fails to meet an established minimum corrective action plan.
 - ii. Prior to a Client being exited based on failure to meet SO program guidelines, a case manager will contact the Client and/or head of household to inform him or her of the situation and schedule a meeting within three (3) business days. Contractor shall ensure the following steps are performed:
 - a. At the meeting, the Client or head of household shall be notified of the issues, the possible consequences, and given an opportunity to explain or rebut;
 - b. The Client will be given a maximum of five (5) business days to comply with any requested conditions
 - c. The Client support team (Client, case manager, and Program Coordinator) will review Client progress and determine whether services will be continued or terminated; and
 - d. As an outcome to the meeting, the Client will be notified by Contractor if services will be resumed, or if services are terminated.
 - iii. Clients who are exiting from the SO Program will meet with a case manager to complete the exit paperwork.
 - a. At the time of exit, the case manager will exit the Client from the SO Program in HMIS and update Client service notes documenting the program exit and reasoning.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of December 1, 2022, through March 31, 2023, unless terminated earlier pursuant to the provisions contained herein below in the Article(s) titled “Fiscal Considerations” or “Default, Termination, and Cancellation.”

ARTICLE III

Compensation for Services:

- A. **Rates:** For the purposes of this Agreement, the fully burdened billing rates shall be as defined in Exhibit D, “Budget for Agreement 7189,” attached hereto and incorporated by reference herein by service description. Budget amounts are estimates. Upon written approval by County’s Contract Administrator, actual expenses may be reallocated between budget categories. These rates shall be all-inclusive, including but not limited to: Contractor staff time, travel, and materials.
- B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following Exhibit E, “Billing Invoice,” attached hereto and incorporated by reference herein. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

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

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p><u>CSinvoice@edcgov.us</u> Cc: <u>alyson.mcmillan@edcgov.us</u> 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.

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit request for reimbursement via invoice, based on actual expenses, within fifteen (15) days following the end of a “service month,” or immediately for services that already occurred from December 1, 2022, through December 31, 2022. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with Article I, “Scope of Services”. For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

- 1. **Supplemental Invoices:** For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional 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 and a detailed explanation why the invoice was not submitted in the approved timeframe.

1.1. For those situations where a service is disallowed by County on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), 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 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency's Chief Fiscal Officer

Contractor shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been expended for services provided herein in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purposes of inspection, audit, and copying.

In the event that Contractor fails to deliver the services, documents or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled "Default, Termination, and Cancellation". In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed:

Service Description	Performance Period	Total Service Amount Not-to-Exceed
Inclement Weather Lodging Program Operations	December 1, 2022, through February 15, 2023	\$92,714.05
Street Outreach	December 1, 2022, through February 28, 2023	\$57,461.80
Maximum Total Obligation:		\$150,175.85

The above table represents the composition of the total not-to-exceed budget by service types for this Agreement. In the performance of the Scope of Services to be provided in accordance with this budget, and subject to Contract Administrator approval, County may reallocate the funding listed herein among service types, based on funding availability. In no event shall the total maximum obligation of the Agreement be exceeded.

ARTICLE V

Federal Funding Notification: An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended

or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract.

Pursuant to 2 CFR 180.300(a), counties are required to fulfill their above-mentioned verification responsibilities using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient or contractor is listed on the federal SAM. excluded list and thus suspended or debarred from receiving federal funds.

A. System for Award Management: Contractor is required to obtain and maintain an active registration in the System for Award Management (Sam.gov). Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled "Fiscal Considerations" or "Default, Termination, and Cancellation."

1. The Contractor must register and maintain an "Active" status within SAM. at <https://sam.gov/content/home>.

2. If County cannot access or verify "Active" status, the Contractor must immediately update the information as required.

B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Housing and Community Development that may apply to this contract:

Federal Funding Information			
Contractor:	El Dorado Community Foundation		UEI #: FQ48EK9S4NL5
Award Term:	December 1, 2022 - March 31, 2023		EIN #:
Total Federal Funds Obligated: Up to \$150,175.85			
Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
14.231			Emergency Solutions Grant Coronavirus Program
Project Description:	Inclement Weather Lodging Program and Street Outreach Services for Persons Experiencing Homelessness		
Awarding Agency:	California Department of Housing and Community Development		
Pass-through Entity	County of El Dorado, Health and Human Services Agency		
Indirect Cost Rate or de minimus	Indirect Cost Rate: _____		De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	

ARTICLE VI

Lobbying Certification: The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE VII

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 VIII

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, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. 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 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 F, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit F upon request by County.

ARTICLE IX

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 X

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 XI

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 XII

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 XIII

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 XIV

Health Insurance Portability and Accountability Act (HIPAA) Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit G, and incorporated by reference herein.

ARTICLE XV

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 XVI

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, 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 Contractor shall not make any agreements or representations on the County's behalf.

ARTICLE XVII

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 XVIII

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 CFR8546.7. 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 XIX

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 alternative 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 XX

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:

El Dorado Community Foundation
PO Box 1388
Placerville, CA 95667
ATTN: William Roby, CEO
bill@eldoradocf.org

or to such other location as the Contractor directs.

ARTICLE XXI

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 XXII

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.

ARTICLE XXIII

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 XXIV

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:

- A. 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
- B. 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 XXV

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 XXVI

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 H "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 XXVII

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVIII

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 XXIX

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 XXX

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 XXXI

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

ARTICLE XXXII

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 XXXIII

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 XXXIV

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 XXXV

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 XXXVI

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 XXXVII

ESG-CV Special Terms and Conditions:

Contractor, by signing this Agreement, becomes a subrecipient of federal funds subawarded under the County ESG-CV Funding Agreement #20-ESGCV1-00037, inclusive of the most recent executed Amendments 1, 2 and 3 to the Agreement, issued by the California Department of Housing and Community Development. As such, Subrecipient agrees to adhere to all applicable terms and conditions, available at https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx, including but not limited to those provisions contained herein below:

The use of headings or titles throughout this article is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Subrecipient" and "Subgrantee" respectively.

This article contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternative provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Specifically, Contractor must comply with:

- A. This Agreement between County and Contractor shall require the Contractor and its Subcontractors, if any, to abide by the following ESG-CV regulations:
 1. All ESG-CV funded activities shall operate in a manner consistent with the requirements of the CARES Act, including but not limited to prevention, preparation for and response to coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by coronavirus and that none of the funds provided under this CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing or other services.
 2. Contractor will ensure that subawarded ESG-CV funds that are used for shelter operations or essential services related to Street Outreach or Emergency Shelter will abide by the following:
 - a) Contractor and any subcontractors will provide services or shelter to homeless individuals and families for the period during which the ESG-CV assistance is provided in this Agreement, without regard to a particular site or structure, so long as the Contractor/subcontractor serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.
 - b) All service providers receiving ESG-CV funds shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.
 - c) To the maximum extent practical, the Contractor and its subcontractors will involve homeless individuals and families, through employment, volunteer services, or

otherwise, in constructing, renovating, maintaining and operating the shelter/facility assisted with ESG-CV funding, and in providing services for occupants of facilities assisted by ESG-CV.

- d) Emergency shelters must also meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C.794) and implementing regulations at 24 CFR part 8, the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100, Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.), and 28 CFR part 35, where applicable.
3. The Contractor and its subcontractors shall adhere to the following ESG-CV Allowable Costs terms and conditions:
 - a) ESG-CV Allowable Costs for Emergency Shelter as documented at 24 CFR §576.102.
 - b) ESG-CV Allowable Costs for Street Outreach as documented at 24 CFR §576.101.

B. Compliance with State and Federal Laws, Rules, Guidelines and Regulations:

1. The Contractor and its subcontractors agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ESG-CV program, the Contractor, its Subrecipients, and all eligible activities.
2. The Contractor and its subcontractors shall the work in accordance with Federal, State and Local housing and building codes, as applicable.
3. The Contractor and its subcontractors shall at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
4. The Contractor and its subcontractors shall, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing the Work or any part of it.
5. The Contractor and its subcontractors shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under 2 CFR, Part 200.
6. The Contractor agrees to include all the terms of this Agreement 7189 in each subcontract.

C. Contractor, or its subcontractors, shall not enter into any Agreement, written or oral, with any contractor without the prior written determination by the County of the Contractor's eligibility. A Contractor or subcontractor is not eligible to receive grant funds through this Agreement if the Contractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

D. Equal Opportunity Requirements:

1. The Contractor and its subcontractors shall comply with Title VI of the Civil Rights Act of 1964. This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
2. The Contractor and its subcontractors, if providing linkages to Clients to housing supports through ESG-CV funding subawarded under this Agreement, shall comply with Title VII of the Civil Rights Act of 1968 (The Fair Housing Act). This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also

- requires actions which affirmatively promote fair housing.
3. The Contractor and its subcontractors shall comply with the Civil Rights Restoration Act of 1987. This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
 4. The Contractor and its subcontractors shall comply with Section 109 of Title 1 of the Housing and Community Development Act of 1974 (42 U.S.C. 5309). This section of Title 1 provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
 5. The Contractor and its subcontractors shall comply with the Age Discrimination Act of 1975, which provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance.
 6. The Contractor and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, which makes it unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
 7. The Contractor and its subcontractors shall comply with the Americans with Disabilities Act of 1990 (ADA) and will prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
 8. The Contractor and its subcontractors shall comply with the Immigration Reform and Control Act (IRCA) of 1986. Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The Contractor as an employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).
 9. The Contractor and its subcontractors shall comply with the Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978 as related to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral.
 10. The Contractor and its subcontractors shall comply with the Vietnam Era Veterans' Readjustment Act of 1974 and to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

E. Inspections:

1. County and/or State shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
2. County shall require that all work that is determined based on such inspections not to confirm to the applicable requirements be corrected and to withhold payments to the Contractor until it is corrected.

F. Litigation:

1. If any provision of the Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the State shall not affect any other provision of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
2. The Contractor shall notify the County immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement, County, or State, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the County and State.

G. Byrd Anti-Lobbying Certification:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

H. Non-Discrimination Clause:

1. 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.
2. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
3. 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.
 4. 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 shall require ascertain compliance with this clause.
 5. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- I. Child Support Compliance Act:
- In accordance with Agreements over \$100,000 that utilize ESG-CV funds, the Contractor acknowledges in accordance with Public Contract Code 7110, that:
1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 2. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

ARTICLE XXXVIII

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 XXXIX


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 (Jan 18, 2023 13:15 PST)
Alyson McMillan, MSW
Program Manager
Housing and Homelessness Services

Dated: 01/18/2023

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Jan 18, 2023 14:02 PST)
Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: 01/18/2023

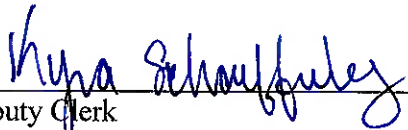
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 1/24/23

By: Wendy Thomas
Wendy Thomas, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 1/24/23

-- CONTRACTOR --

EL DORADO COMMUNITY FOUNDATION
A CALIFORNIA NON-PROFIT CORPORATION

By: William Roby
William Roby
Chief Executive Officer
"Contractor"

Dated: 01/18/2023

By: Sakina Madraswala
Sakina Madraswala
Chief Financial Officer

Dated: 01/18/2023

Exhibit A
Verification Checklist: Homeless Documentation

Client Name:	
Date:	
Current Residence: (Night Before Above Date)	
Staff Name:	
Program Name:	
Component Type: (ES, TH, RRH, PSH, etc.)	

NOTE: Written third-party documentation is always preferred to certify homelessness.

Applicable	In File	CATEGORY
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Required Documentation in File
CATEGORY 1		
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<p>PLACE NOT MEANT FOR HUMAN HABITATION, e.g., car, park, abandoned building, bus or train station, airport, camping ground</p> <p><input type="checkbox"/> Written Third-Party (one or more of the following) dated within 14 days prior to program entry:</p> <ul style="list-style-type: none"> <input type="checkbox"/> HMIS record of homeless street outreach contacts <input type="checkbox"/> Signed letter on letterhead from a homeless street outreach provider <input type="checkbox"/> Homelessness Certification (Form A) from a homeless street outreach provider <p>OR</p> <p><input type="checkbox"/> Written Second-Party (<i>both</i> of the following):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Certification Based on Intake Conversation (Form F) AND <input type="checkbox"/> Staff Supplement to the Certification Based on Intake Conversation (Form F) describing attempts to secure third party verification <p>OR</p> <p><input type="checkbox"/> Written First-Party (<i>both</i> of the following):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Client Self-Declaration of Homelessness (Form E) AND <input type="checkbox"/> Staff Supplement to Self-Declaration of Homelessness (Form E) describing attempts to secure third-party verification
	<input type="checkbox"/>	<p>EMERGENCY SHELTER, SAFE HAVEN, HOTEL/MOTEL PAID BY CHARITABLE ORGANIZATION OR GOVERNMENT PROGRAM FOR LOW-INCOME INDIVIDUALS</p> <p><input type="checkbox"/> Written Third-Party (one or more of the following) dated within 14 days prior to program entry:</p> <ul style="list-style-type: none"> <input type="checkbox"/> HMIS record of stay in emergency shelter, safe haven, or hotel/motel paid for by charitable organization or government program <input type="checkbox"/> Signed letter on letterhead from emergency shelter or safe haven provider or organization paying for hotel/motel stay <input type="checkbox"/> Homelessness Certification (Form A) from emergency shelter or safe haven provider or organization paying for hotel/motel stay <p>OR</p> <p><input type="checkbox"/> Written Second-Party (<i>both</i> of the following):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Certification Based on Intake Conversation AND <input type="checkbox"/> Staff Supplement to the Certification Based on Intake Conversation (Form F) describing attempts to secure third party verification <p>OR</p> <p><input type="checkbox"/> Written First-Party (<i>both</i> of the following):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Client Self-Declaration of Homelessness (Form E) AND <input type="checkbox"/> Staff Supplement to Self-Declaration of Homelessness (Form E) describing attempts to secure third-party verification



POLICIES AND PROCEDURES MANUAL: HMIS

Introduction

An HMIS is an electronic data collection system that stores longitudinal person-level information about persons who access the homeless services system in a Continuum of Care (CoC). In 2001, Congress directed the United States Department of Housing and Urban Development (HUD) to collect data and provide analysis on the extent of homelessness in the United States and the effectiveness of the programs receiving funding from homeless assistance grants as part of McKinney-Vento Homeless Assistance Act.

This is to be accomplished through:

- Developing unduplicated counts of clients served at the local level
- Analyzing patterns of use of people entering and exiting the homeless assistance system; and
- Evaluating the effectiveness of these systems.

In response to this congressional directive, HUD mandated that Continuums of Care establish workable and efficient Homeless Management Information Systems (HMIS). Aggregate HMIS data can be used to understand the size, characteristics, and needs of the homeless population at the local, state, and national levels. Today's advanced HMIS applications offer many other benefits as well. They enable organizations that operate homeless assistance and homelessness prevention programs to improve case management by collecting information about client needs, goals, and service outcomes. They also help to improve access to timely resources, referral information and to better manage operations.

The El Dorado County Homeless Management Information System (HMIS) is a collaborative project of El Dorado Opportunity Knocks. The HMIS enables the CoC to:

- Develop more reliable information on homelessness in the County;
- Allow homeless service providers to avoid duplication of services while ensuring that clients obtain the help they need from as many of the available resources as possible; and
- Streamline systems so that homeless individuals and families have improved access to services.

The purpose of this manual is to provide documentation of the policies and procedures for the operation of the El Dorado County HMIS project on behalf of El Dorado Opportunity Knocks, the El Dorado County Continuum of Care.

El Dorado Opportunity Knocks seeks to enhance agency collaboration, service delivery, and data collection capabilities through the Homeless Management Information System (HMIS). Increasing the accuracy of information must be an ongoing goal in order to appropriately guide the development of programs and policies to meet the needs of the homeless population.

By using HMIS data, El Dorado Opportunity Knocks will be better equipped to target services where gaps have been identified and to facilitate access to mainstream services by people experiencing homelessness. Additionally, HMIS data will help the CoC identify appropriate system-wide outcome measures, including monitoring residential outcomes of clients leaving hospitals, mental health programs, drug and alcohol treatment facilities, the corrections system, and the foster care system who are homeless or at-risk.

The long-term vision for the El Dorado Opportunity Knocks HMIS includes system-level integration, increased capacity for providing integrated services at the client level, and expanded service availability and accessibility in key areas.

HMIS Structure

El Dorado Opportunity Knocks uses CSN v.4.0 proprietary software from Bell Data Systems, Inc. The HMIS Lead Agency administers this system. El Dorado Opportunity Knocks is a collection of agencies in the county who provide services to benefit homeless persons. The HMIS is actively maintained by staff from the HMIS Lead Agency.

Authority

This Policy and Procedures Manual has been prepared under the authority of the El Dorado Opportunity Knocks Board.

El Dorado Opportunity Knocks Board

Policies for the HMIS are formed and directed by the El Dorado Opportunity Knocks Board as required to meet HUD regulations and requirements. The Board contains a seat for the HMIS lead agency, and decisions are achieved through consensus of the full Board.

The El Dorado Opportunity Knocks Board sets policies and procedures required to operate the HMIS and achieve the goals set by the Continuum of Care for its HMIS.

Data Elements

HUD required Universal Data Elements

It is the policy of El Dorado Opportunity Knocks that system users record all HUD-required HMIS universal data elements for every client in the system. The list of required data elements will be maintained by the Local HMIS Manager.

Program Specific Data Elements

Program Specific Data Elements (PDE) must also be entered in HMIS. The list of required Program Specific Data Elements will be maintained by the Agency HMIS Manager.

Client Consent

- Only authorized users may view or update client data in the HMIS.
- Agencies will have a signed Release of Information (ROI) prior to data entry/updating, or preliminary verbal consent for projects that use phone intake/screening.
- Each adult member of a household that is receiving housing or services will be expected to sign a ROI prior to initial data entry or updating.
- Consent for data entry/updating for minors will be provided for in the language of the parent/guardian's ROI.
- A legal guardian can sign for an adult who is incapable of signing.
- The ROI must be renewed every two years for clients still receiving housing and services.
- A client may revoke the ROI at any time.
- A ROI allows an agency to view (but not change) data on the clients for reporting purposes in perpetuity.
- If a ROI cannot be obtained, the agency shall enter client data as non-releasable, hidden information for aggregate reporting purposes.
- A client always has the right to view his or her own data and request corrections.

Anonymous Clients Policy

It is the Policy of El Dorado Opportunity Knocks that there will be no use of Anonymous Clients, with the exception of those entered by Agencies that provide services to victims of domestic violence, in the HMIS.

Agency Reporting

It is the responsibility of the CoC HMIS Administrator to provide agencies with reports that show data completeness on a regular basis. These reports shall be made available to aid the agencies in preparedness for report production and overall data quality.

Timelines of Data Entry Policy

It is the Policy of El Dorado Opportunity Knocks that all data will be entered into the HMIS preferably within 24 hours of, and no more than 72 hours after, first serving a Client. Services data shall be entered into the HMIS within five (5) working days after the end of the month for projects that require tracking of services.

Project Entry Type Policy

It is the policy of El Dorado Opportunity Knocks that an Entry Assessment shall be completed for each client. Projects shall choose the entry type that corresponds with their funding source. The possible entry types are:

- HUD
- SAMHSA

- RHY
- Standard
- VA

Client Birth Dates Policy

In compliance with the HMIS Data Standards, it is the policy of El Dorado Opportunity Knocks that no client birth date shall be left with a null value. When clients do not know or will not give a birth date the interviewer should ask how old the client is or how old the client thinks he/she is. Using the age provided, calculate the birthdate as January 1 that number of years prior. In cases where the client refuses to state their birth date or age, the interviewer will estimate the client's age in years and then calculate the birthdate as January 1 that number of years prior. Whenever calculated birth dates are used, Date of Birth Type shall be set to Approximate or Partial DOB Reported.

Data Disposal

Agencies using the HMIS agree to dispose of documents that contain identifiable client level data in a manner that will protect client confidentiality. Methods may include:

- Cross cut shredding of paper records;
- Deleting any information from media and destroying the media before disposal;
- Triple formatting hard drive(s) of any machine containing client identifying information before transfer of property; and/or
- Destruction of hard drive(s) of any machine containing client-identifying information before disposal

Security

It is the policy of El Dorado Opportunity Knocks that the data, information and client records, and related documentation stored electronically in connection with the HMIS is confidential and shall be handled as follows:

- All agencies shall comply with all federal, state and local laws and regulations pertaining to the confidentiality of information and records to ensure that client records are protected and not subject to disclosure except as permitted by such laws and regulations. The agencies shall only release client records to non-participating agencies with written consent by the client, unless otherwise provided for in the relevant laws and regulations.
- All agencies shall comply with all federal, state and local confidentiality laws and regulations pertaining to:
 - o All medical conditions, including, but not limited to, mental illness, alcohol and or drug abuse, HIV / AIDS testing, diagnosis and treatment and other such covered conditions; and
 - o A person's status as a victim of domestic violence.
- All agencies agree not to release any individual client information obtained from the HMIS to any organization or individual without prior written consent of the Client, unless otherwise required or permitted by applicable law or regulation. Such written Client consent shall be documented using the HMIS Release of Information form

available on the CoC website. Information that is not approved for disclosure, in writing, by the Client shall not be released.

- Only authorized users may view or update client data.
- Client Release of Information forms must be obtained as described in the Client Consent section of this document prior to entering the Client's data into the HMIS.
- All agencies shall ensure that all staff, volunteers and other persons who are issued a User ID and password for the HMIS annually receive confidentiality training regarding client information and records and have signed a Confidentiality and Security Agreement.
- If any agency or the System Administrator determines that any user has willfully committed a breach of HMIS security or client confidentiality, the participating agency or the System Administrator shall immediately revoke his or her access to the HMIS database and shall report the breach to the HMIS Lead Agency.
- All HMIS data must be securely stored when not in use, regardless of the media on which the information is recorded.

A confidentiality and security agreement form must be completed for each user of the HMIS each year. The form reads as follows:

- The user understands and agrees that they may not publish, disclose, or use any information collected for or contained within the HMIS except as permitted by the El Dorado County Continuum of Care procedures or by applicable law.
- The user understands and agrees that all passwords and/or other security measures utilized by any other individual.
- The user understands and agrees that if they knowingly and intentionally violate the confidentiality provisions of the applicable rules and regulations, they may be subject to termination and subject to liability under applicable law.
- The user understands and agrees that their obligations under the Agreement shall remain in effect following any termination of this Agreement or of their employment with the agency listed on the form.

Privacy

The rights and privileges of clients are of the utmost importance to El Dorado Opportunity Knocks' HMIS project and are crucial to its success. Policies regarding client data are founded on the premise that a client owns their own personal information, and provide the necessary safeguards to protect the interests of clients, agencies, and the Continuum alike.

Personal Identifying Information:

There are four items of information that are known as "personal identifying information": a person's name, social security number, date of birth, and gender. The HMIS uses these items of information to uniquely identify clients within the system. Clients are not required to grant permission to share personal identifying information for use in HMIS to receive services; El Dorado Opportunity Knocks agencies will provide services whether or not clients agree to share their personal identifying information with other agencies in the HMIS. However, clients may be required to provide personal identifying information to prove eligibility for a program or service.

Use of Information

Information clients consent to enter into the HMIS will be used in the following ways:

- By the Continuum of Care, to administer the HMIS, to ensure that the data in the system is accurate and valid, to fix problems in the computer system, and to test the system
- By the Continuum of Care, to prepare reports containing "de-identified" information for the purpose of sharing data and preparing reports for HMIS users, government agencies and policy-makers, and the general public. "De-identified" means that a client's name, social security number, address, zip code, or any other information that could be used to identify the client will **not** appear in any of the data or the reports released by an HMIS user or the Continuum of Care;
- By other agencies participating in HMIS, in order to assist those agencies to more effectively provide and coordinate services for clients.

In addition to the uses above, the Continuum of Care and agencies participating in HMIS may also use and disclose information clients provide us in the following ways:

- For functions related to payment or reimbursement for services;
- To carry out internal administrative functions;
- To report abuse, neglect, or domestic violence, but only to the extent that such reports are required by law;
- To prevent or lessen a serious and imminent threat to the health or safety of a person or the public, including the target of a threat, if permitted by applicable law;
- In response to a warrant, subpoena, summons, or lawful court order, or in response to a written or oral request by a law enforcement official under certain circumstances;
- To a law enforcement official, if we in good faith believe a crime has occurred on our premises;
- To an individual or institution for academic research purposes;
- To authorized federal officials for the conduct of certain national security or certain activities associated with the protection of certain officials.

Client Rights

Clients have the right to see and receive a copy of the information that the El Dorado Opportunity Knocks HMIS maintains about them, except for information compiled in anticipation of litigation, information about another individual, information obtained under a promise of confidentiality, or information that would, if disclosed, endanger the life or safety of another. The El Dorado Opportunity Knocks HMIS Administrator will consider changing any information about a client if the client believes the recorded information is inaccurate.

If a client believes that their privacy rights have been violated, they may send a written complaint to the System Administrator. If the System Administrator is the subject of the complaint, the client may send the complaint to the HMIS Lead Agency. The Agency in question and El Dorado Opportunity Knocks are prohibited from retaliating against a person for filing a complaint.

System Access

The System Administrator will monitor access to system software. The System Administrator will regularly review user access privileges and remove identification codes and passwords from their systems when users no longer require access.

Departing Employees

When an employee with access to the HMIS ends their employment at a participating agency, it is the responsibility of the Agency to contact the System Administrator to delete the departing person's access to the HMIS within 24 hours of their departure.

If an employee is to be terminated and the employee has access to the HMIS, it is the responsibility of the Agency to contact the System Administrator to have them delete the departing person's access to the system as soon as the employee has been advised of the termination.

New HMIS Users Procedure

The Agency must contact the System Administrator when the Agency wishes to add new users of the HMIS to the list of authorized users. New users must read and sign the security agreement and the Agency Administrator in their files must maintain the signed copy for the duration of its validity.

All new system users must attend Security and Ethics training prior to being assigned a user ID. Security and Ethics training must be repeated once each 12 months thereafter. The user is responsible for complying with the security and ethics procedures contained in this document.

Mandatory Training Activities

In order to meet HUD requirements, it is the policy of El Dorado Opportunity Knocks that all users of the HMIS shall attend mandatory training once per calendar year on the subjects of Privacy & Ethics, Data Security and Data Quality. It is the responsibility of the System Administrator to schedule not less than four (4) sessions per year for this training and to publish the schedule to the Agencies for dissemination to agency users.

The System Administrator shall maintain written records of attendance and any user who has not completed the training within each calendar year shall have their access to the HMIS suspended until such training is completed.

Agency Monitoring for Compliance

In order to meet HUD requirements, it is the policy of El Dorado Opportunity Knocks that all agencies that use the HMIS must be reviewed once per calendar year for compliance with the HUD regulations and local policies.

It is the responsibility of the System Administrator to develop a standardized policy review document and to carry out, or assign a designate to carry out, the annual compliance assessment. Agencies must receive a thirty-day advance notice of the scheduled assessment and a copy of the items that will be reviewed. Notice will be sent to the Agency Administrator.

Exhibit C

Inclement Weather Lodging Program and Alternative Lodging Client Agreement and Rules 2022-23 Season

Client Name: _____

- A. The Incremental Weather Lodging Program (IWLP) provides temporary and incremental congregate and alternative non-congregate lodging (when applicable) for homeless individuals when temperatures fall below 35 degrees during dry days, or below 45 degrees on rainy/wet days in Placerville, California, during the planned operations period effective from December 1, 2022, through January 31, 2023.
- B. All Clients admitted to the congregate IWLP shelter, or the non-congregate alternative lodging site, will adhere to the following rules while in the program:
1. All staff, volunteers, and Clients will treat each other with respect and kindness.
 2. Clients will be checked for weapons upon entry to the Program location and will include use of security metal detector wands.
 3. There is **ZERO TOLERANCE** for:
 - a) Physical or verbal aggressiveness or violence;
 - b) Weapons are prohibited from the IWLP shelter and the non-congregate alternative lodging site and during any Client transportation or other program activity. Weapons include but shall not be limited to: firearms, pepper spray, mace, and knives, or any other item that could be used or construed by the Program staff as a weapon. Clients will be checked for weapons upon entry to the IWLP check in location and will include the use of security metal detector wands.
 - c) Client cannot smoke or utilize tobacco products of any kind, including marijuana (recreational or prescription), utilize alcohol or narcotics while inside the IWLP or alternative lodging site; and
 - d) Any behavior that endangers the safety of guests, staff or damage to the program location.
 4. **Any guest who breaks any of the Zero Tolerance guidelines will have to leave the program location immediately. The Program Coordinator has sole discretion for determining ejection from the program.**
 5. No pets or any other animals are allowed at the IWLP shelter site or alternate lodging site.
 6. No pets may not be sheltered or kenneled inside the IWLP or alternate lodging site.
 7. Each Client must allow inspection of belongings and person when checking in for the evening.
 8. Program staff and volunteers have the right to lock up any and all items they deem unsafe or inappropriate.
 9. Smoking is allowed only in designated areas and at designated times.
 10. If Clients leave the property for any reason after checking in, they will not be allowed to return to the program location that night for any reason.
 11. Client check-ins to the IWLP and alternative lodging program will be completed when weather criteria applies, from 5:00 p.m. to 8:00 p.m.

12. Clients presenting acute or chronic health issues, who need additional assistance, may be redirected to health care facilities.
 13. Personal belongings cannot be left/stored at the check in point or in the IWLP shelter.
 14. Each morning all personal items and trash left at the shelter or check in point will be thrown away.
 15. Clients are allowed a maximum of two bags for transportation and storage while the program is in operation.
- B. All Clients admitted to the congregate IWLP shelter will also adhere to the following guidelines while in the program:
1. Men and women may not sleep together. They must sleep in areas designated for men and for women only.
 2. (If applicable) Car keys must be left with the staff/volunteers at the time of check-in and guests may not return to their vehicles until they leave the shelter check out point in the morning.
 3. Smoking is only allowed outside of the IWPL location and can only be done in a designated area.
 4. Smoking will be allowed once an hour on the hour for ten minutes.
 5. There shall be no smoking after 10:00 p.m., and will remain unallowed until 6:00 a.m. the following day
 6. Clients will have a first morning smoke break starting at 6:00 a.m. for ten minutes, continuing hourly thereafter until 8:00 a.m..
 7. No further smoking will be allowed until guest is transported back to the designated drop-off point in the morning
 8. The congregate IWLP location will enforce an "all lights out" at 10:00 p.m. and Clients will be required to stay in their designated sleeping area.
 9. Client exits at the congregate IWLP will start at approximately 8:00 a.m. the day following their check-in.
 10. Upon being checked out of the congregate IWLP, the Client will proceed to the bus pick up area outside and form a line to await boarding to the designated drop-off points.

Client's signature on this form and the Nightly Sign-In Roster, demonstrates that the Client agrees to abide by these policies.

Client Signature

_____ Date: _____

Staff/Volunteer Signature:

_____ Date: _____

Exhibit C
Inclement Weather Lodging Program (IWLP) Storage Policy
2022-23 Season

Client Name: _____

All Clients admitted to the IWLP will adhere to the following Storage Policy while in the program:

1. Clients may not bring bags in excess of (2) two on transportation or to be stored at the Program location.
2. The Inclement Weather Lodging Program will not store any personal belongings except for during Program location hours, in adherence with these guidelines.
3. Clients will be able to keep minimal items with them overnight such as change of clothes, cell phone, necessary medication, and personal hygiene items.
4. Clients will take all personal belongings with them upon exit of the IWLP each day, even if they are planning to return the next night.
5. All personal belongings that are not picked up at time of IWLP location closure will be discarded.

Client's signature on this form and the Nightly Sign-In Roster, demonstrates that the Client agrees to abide by these rules.

Client Signature:

_____ Date: _____

Staff/Volunteer Signature:

_____ Date: _____

Exhibit C

Inclement Weather Lodging Program (IWLP) Grievance Procedure & Form

2022-23 Season

Client Name: _____

All Clients admitted to the IWLP Shelter or alternative lodging site shall follow the following Grievance Procedure while in the program:

1. Grievances and complaints received verbally will be transcribed onto this Grievance Form and will be recorded in a log upon receipt by IWLP staff.
2. Grievances and complaints received in writing will be recorded in a log upon receipt.
3. An ad-hoc, inter-agency IWLP team will review all formal complaints/grievances and will have the decision-making authority on resolution.
4. All team decisions will be communicated by the IWLP Program Coordinator to the Client.

If you have questions about this procedure, please see the IWLP Program Coordinator.

GRIEVANCE/COMPLAINT FORM

A. Please describe the problem:

B. Please describe the desired outcome:

Client Signature

Date:

Grievance Report Received by:
Staff/Volunteer Signature:

Date:

Exhibit D - Budget for Agreement 7189 - Emergency Shelter / Service 1	
Contractor:	El Dorado Community Foundation
Service Component:	Inclement Weather Lodging Program
Total Budget Amount:	\$ 92,714.05
Contract Period:	December 1, 2022 - February 15, 2023
Project Costs	
Proposed Personnel Costs - Operations	Proposed Budget
List Personnel Line Items in Column A by Staff Title, Budgeted FTE (full-time equivalency), Months Proposed, Hourly Rate, and Hours Proposed with Total Cost Projected in Column B.	
Program Coordinator - (shelter operations) \$30/hr x 15 hrs per week x 11 weeks (\$4950) (add 25% for employee related costs = \$1237.50) (\$4950 + \$1237.50 = \$ 6187.50)	\$ 6,187.50
Operations Director - (oversees shelter operations) \$25/hr x 10 hrs per week x 11 weeks (\$2750) (add 25% for employee related costs = \$687.50) (\$2750 + 678.50 = 3437.50)	\$ 3,437.50
Overnight Staffing - \$20/hr x 8 hr shift x 39 days x 2 staff members (\$6240 * 2 = \$12,480) (add 25% for employee related costs = \$3120) \$12480 + \$3120 = \$15,600	\$ 15,600.00
AM Staffing - \$25/hr x 2 to 3 hr shifts x 39 days (\$2607.75) (add 25% for employee related costs = \$869.25 (\$2607.75 + \$869.25 = \$3477)	\$ 3,477.00
	Proposed Budget
Total Proposed Personnel Costs	\$ 28,702.00
Proposed Contractor and Consultant Costs	Proposed Budget
List Contractor/Consultant Line Items in Column A by Title, Budgeted FTE (full-time equivalency), Months Proposed, Total Hours Proposed, and Hourly Rate with Total Cost Projected in Column B.	
Shelter Supplies (tents/sleeping bags)	\$ 3,038.00
Alternative Lodging Program Rooms Fees of \$4090.50 per week x 11 weeks (up to 7 nights stay in rooms provided to each Client qualifying for non-congregate shelter throughout performance period via subcontract with VOA-NCNN)	\$ 45,000.00
Budget Contingency (5% of proposed budget)	\$ 3,821.50
Total Proposed Contractors and Consultant Costs	\$ 51,859.50
Proposed Operational Costs, Supplies, and Telecommunications	Proposed Budget
Fuel over 11 weeks operations period for Transport Vehicles	\$ 799.00
Shelter Supplies (Covid-19 tests, janitorial, first aid, etc) for 11 weeks operations period	\$ 2,925.00
Total Operational Costs	\$ 3,724.00
Subtotal of Direct Costs	Direct Costs Proposed
	\$ 84,285.50
F&A Costs (Indirect Costs if any)	Proposed Budget
Administrative Fee (10% of direct costs)	\$ 8,428.55
TOTAL Proposed Costs / Budget for Inclement Weather Shelter Services	\$ 92,714.05

Exhibit D - Budget for Agreement 7189 - Street Outreach / Service 2	
Contractor	El Dorado Community Foundation
Proposed Service	Outreach/Intake
Total Budget Amount:	\$ 57,461.80
Contract Period:	3 Months (December 1, 2022 - February 28, 2023)
Project Costs	
Proposed Personnel Costs	Proposed Budget
List Personnel Line Items in Column A by Staff Title, Budgeted FTE (full-time equivalency), Months Proposed, Hourly Rate, and Hours Proposed with Total Cost Projected in Column B.	
Program Coordinator - \$30/hr x 20 hrs per week x 13 weeks (add 25% for employee related costs)	\$ 9,750.00
Asst Pgm Coordinator - \$25/hr x 40 hrs per week x 13 weeks (add 25% for employee related costs)	\$ 16,250.00
Outreach Workers - \$20/hr x 20 hours per week x 13 weeks x 2 (add 25% for employee related costs)	\$ 16,250.00
	\$ -
Total Proposed Start-Up Personnel Costs	\$ 42,250.00
Proposed Contractor and Consultant Costs	Proposed Budget
List Contractor/Consultant Line Items in Column A by Title, Budgeted FTE (full-time equivalency), Months Proposed, Total Hours Proposed, and Hourly Rate with Total Cost Projected in Column B.	
Outreach Campaign Materials (Flyers, brochures, posters, etc)	\$ 5,000.00
Budget Contingency (5% of total budget)	\$ 2,488.00
	\$ -
Total Proposed Start-Up Contractors and Consultant Costs	\$ 7,488.00
Operational Costs, Supplies, and Telecommunications	Proposed Budget
Office Supplies, HMIS Licensing Fees, Technology costs	\$ 1,500.00
Phone/Internet Service	\$ 500.00
Fuel for Outreach vans	\$ 500.00
Total Operational Costs	\$ 2,500.00
Subtotal of Direct Costs	Direct Costs Proposed
	\$ 52,238.00
F&A Costs (Indirect Costs if any)	Proposed Budget
Administrative Fee (10% of direct costs)	\$ 5,223.80
TOTAL Proposed Costs / Budget for Stret Outreach Services	\$ 57,461.80

Exhibit D

Total Budget by Services Category

Exhibit D				
Contractor:	El Dorado Community Foundation 7189			
Service	Service Period	# of Months	Proposed Monthly Budget	Total Budget
Inclement Weather and Alternative Lodging Programs	December 1, 2022, through Febuary 15, 2023	2.54	\$ 36,501.59	\$ 92,714.05
Street Outreach Program	December 1, 2022, through February 28, 2023	3	\$ 19,153.93	\$ 57,461.80
Total Budget				\$ 150,175.85

**County of El Dorado Health and Human Services Agency
BILLING INVOICE - Exhibit E**

Vendor Name:	El Dorado Community Foundation
Vendor Address:	
Phone:	
Fax:	
Email:	
Billing Contact:	

Contract #:	7189
Program Description:	
EDC HHSA Program Contact Person:	Alyson McMillan
Invoice #:	
Invoice Date:	
Invoice Total Amount:	0
Service Period/Month:	

DATES OF SERVICE	SERVICE TYPE/ DESCRIPTION	Units of Services (Hours/Qty)	Cost per Unit (Rate)	AMOUNT
				0
				0
				0
				0
				0
				0
				0
				0
				0
	Subtotal:			0
	Tax:			0
	Please Pay this Amount:			0

Invoice Backup

Invoice backup for services to include all data listed in your contract. – (if appropriate)

If Authorization of Services is required, the signed Authorization Form must be included with this invoice.

Bill to:	Email: Csinvoices@edcgov.us (preferred method)
	Mail: County of El Dorado Health and Human Services Agency 3057 Briw Road, Ste. B Placerville, CA 95667

EXHIBIT F
“VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS”

El Dorado Community Foundation

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.

01/18/2023
Date

William Roby
Signature

312 Main St., Suite 201, Placerville, CA, 95667
Address of vendor/recipient

(08/13/01)

CR50-Vendor Assurance of Compliance

Exhibit G

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: William Roby Dated: 01/18/2023
Name
"BA Representative"

By: Alyson McMillan Dated: 01/18/2023
Alyson McMillan (Jan 18, 2023 13:15 PST)
Name
"HHSa Representative"

El Dorado Community Foundation

Exhibit H

California Levine Act Statement

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 disclose 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:

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:

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.

01/18/2023
Date

El Dorado Community Foundation

Type or write name of company

William Roby
Signature of authorized individual
William Roby
Type or write name of authorized individual