

AGREEMENT FOR SERVICES #5949

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**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 Sacramento Self-Help Housing, Inc. a California Domestic Nonprofit Corporation, doing business as Sierra Self-Help Housing, duly qualified to conduct business in the State of California, whose principal place of business is 1010 Hurley Way, Suite 500, Sacramento, CA 95825 (*Mailing: P.O. Box 188445, Sacramento, CA 95818*), (hereinafter referred to as "Contractor");

**RECITALS**

**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 an Emergency Solutions Grants program to prevent, prepare for, and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus; and

**WHEREAS**, the United States Department of Housing and Urban Development (HUD) has determined that good cause exists for certain waivers to standard Rapid Rehousing RR program requirements, in accordance with Notice CPD-21-05 dated April 14, 2021; and

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide Rapid Rehousing services to Clients who are or may be experiencing homelessness; and

**WHEREAS**, the County solicited Request for Qualifications #21-952-038 resulting in the receipt of a proposal and subsequent evaluative interview for Rapid Rehousing services from Contractor; and

**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; and

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

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

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

**ARTICLE I**

**Scope of Services:** Contractor agrees to furnish the personnel and equipment necessary to provide Rapid Rehousing services to Clients (RR Clients) who are or may be experiencing homelessness. County shall provide Contractor with access to a workspace in its building during normal business hours. All services provided under this agreement 5949 shall be in compliance with Housing First principles and must meet the minimum habitability standards at 24 Code of Federal Regulations (CFR) 576.403 (c).

A. Definitions:

Acronym	Definition
CES	The Coordinated Entry System (CES) is a CoC-established system-wide process to quickly and equitably coordinate the access, assessment, prioritization and referrals to housing and services for people experiencing or at imminent-risk of homelessness. Coordinated Entry Points are the virtual or physical places where an individual or family in need of assistance accesses the Coordinated Entry Process.
CoC	A Continuum of Care (CoC) is a regional or local planning body that coordinates housing and services funding for homeless families and individuals, including outreach, intake and assessment, emergency shelter, transitional housing and permanent supportive housing. The El Dorado County Opportunity Knocks (EDOK) CoC covers the El Dorado County regional area.
HMIS	A Homeless Management Information System (HMIS) is a local CoC-established information technology system used to collect Client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.
RR	Rapid Rehousing (RR) is an intervention, informed by a Housing First approach that is a critical part of a community’s effective homeless crisis response system. RR rapidly connects families and individuals experiencing homelessness to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance and targeted supportive services.

B. Core Program Components:

1. *Housing Identification:* The primary focus of services in Rapid Rehousing is to provide help with finding permanent housing and to troubleshoot barriers that prevent access to that housing, including but may not be limited to:
  - a. Helping households find appropriate rental housing in the community;

- b. Contacting and recruiting landlords to provide housing opportunities for individuals and families experiencing homelessness;
  - c. Addressing potential barriers to landlord participation such as concern about short-term nature of rental assistance and tenant qualifications;
  - d. Assisting households to complete applications and prepare for interviews with landlords;
  - e. Helping households to determine if a housing option meets their needs and preferences;
  - f. Help with moving; and
  - g. It may also include identifying co-housing with a friend or family member if that is the most appropriate option for permanent housing.
2. *Rent and Move-In Assistance:* The primary barrier to permanent housing for many families experiencing homelessness is their limited finances. To address this barrier, Contractor may:
- a. Offer financial assistance to cover move-in costs, deposits, and the rental and/or utility assistance (typically for a short term of fewer than twelve months) necessary to allow individuals and families to move immediately out of homelessness and stabilize in permanent housing; and
  - b. In some instances, households may need and qualify for longer term rental assistance, such as through a Housing Choice Voucher to permanently exit homelessness and achieve housing stability. In this case, the time-limited financial assistance may serve as a bridge until the voucher is secured.
3. *Rapid Rehousing Case Management and Services:* At a minimum, a Rapid Rehousing program must include case management, but it may also include other services, such as support to RR Clients to maintain tenancy once housing is secured. Case management services include:
- a. Assistance to help overcome and troubleshoot barriers to (re)acquiring and maintaining permanent housing;
  - b. Case management services can help individuals and families select among various permanent housing options based on their unique needs, preferences, and financial resources;
  - c. Make appropriate and time-limited services and supports available to families and individuals;
  - d. Case management services can also monitor participants' housing stability after securing housing and during program participation, ideally through home visits and communication with the landlord, and be available to resolve housing-related crises should they occur.

C. Eligibility:

1. All individuals and families who meet the existing requirements in 24 CFR 576.104. aA recipient may also expand the scope of eligible Rapid Re-Housing (RR) beneficiaries to include individuals and families who meet ALL of the following criteria:
- a. Qualified as “homeless” as defined in 24 CFR 576.2 immediately before moving into their current housing;
  - b. Have been residing in housing with time-limited rental assistance provided under a homeless assistance program (which means assistance limited to or reserved, either federally or locally, for people who are “homeless as defined in 24 CFR 576.2) other than the ESG program (e.g., time-limited rental assistance that was funded under the

- Supportive Services for Veteran Families Program or the Coronavirus Relief Fund and provided only to people who qualified as “homeless” as defined in 24 CFR 576.2);
- c. Individuals and families who would not have any overlap in rental assistance between the non-ESG program and the ESG program, due to exhaustion or expiration of the non-ESG assistance or program funds;
  - d. Would not have a gap of more than one month (or equivalent amount of days) between the end of the non-ESG rental assistance and the beginning of their ESG RR rental assistance;
  - e. Do not have the resources or support networks (beyond an eviction moratorium) (e.g., family, friends or other social networks) needed to retain their existing housing without ESG assistance;
2. RR Client intake is processed through the El Dorado Opportunity Knocks (EDOK) Continuum of Care (CoC) Coordinated Entry System (CES). The complicated needs of persons experiencing homelessness necessitates close collaboration between service providers. CES ensures that all County Clients are referred in the County’s Homeless Management Information System (HMIS) only to the programs to which they are eligible. Eligibility for services is dependent on verification that there are no duplication of service types and verification of program enrollment, ensuring that RR Clients are not referred to programs for any duplicate services. County contracted providers receiving state/federal funds are required to participate in HMIS and County CES, and are required to undergo training on the use and operation of the HMIS system and then use this system in order to capture and report data to the County and receive referrals from the County CES system.
  3. *HMIS Reporting Requirements:* Contractor shall be responsible for maintaining at least two (2) licenses for the Homeless Management Information System (HMIS) system utilized by the El Dorado Continuum of Care (CoC), for services performed within El Dorado County.
    - a. Contractor must track the services provided to RR Clients using the HMIS.
    - b. RR Client data will be entered into appropriate programs, as identified by the Homeless and Housing Program manager, into the HMIS preferably within 24 hours, and no more than 72 hours after first serving a RR Client.
    - c. 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.
    - d. Contractor’s staff must be able to prepare and complete accurate HMIS data with support from the HMIS lead and, if needed, the Continuum of Care (CoC). Contractor’s staff shall cooperate with County to gather and provide any data within the applicant's control that may be needed to:
      - i. Assist with US Department of Housing and Urban Development (HUD) or State Auditors or monitoring visits;
      - ii. Renew HUD CoC grant funding; and
      - iii. Support the creation of other federal reports such as Annual Homelessness Assessment Reports System Performance Reports, Longitudinal System Assessments, Point-in-Time Counts, and Housing Inventory Counts.
    - e. Purchase of HMIS licenses may be reimbursed with submission of the paid invoice for two (2) licenses per year, not to exceed the current Annual User License fee in accordance with the terms and conditions of the County’s contracted HMIS license provider.

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire September 30, 2023, unless terminated earlier pursuant to the provisions contained in the Article titled “Fiscal Considerations,” or the Article titled “Default, Termination, and Cancellation.”

**ARTICLE III**

**Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed **\$600,000**, inclusive of all costs and expenses.

**ARTICLE IV**

**Compensation for Services:**

- A. **Initial Advance:** Upon final execution of this Agreement, County shall advance to Contractor **\$75,000** for the purpose of securing rental and utility deposits for RR Clients of County. County agrees to pay Contractor within forty-five (45) days following County’s receipt and approval of Contractor’s invoice for advanced funds. Any funds that have not been used for the purpose stated herein within sixty (60) days following completion of services, as determined by the County, shall be returned to the County within thirty (30) days of County’s written demand.
- B. **Invoices:** It is a requirement of this Agreement that Contractor submit an original invoice with Excel expenditure workbook, in accordance with **Exhibit A**, “Invoicing and Expenditure Workbook,” 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.

Following Initial Advance, Contractor shall submit a monthly request for reimbursement via invoice, based on actual expenses, in accordance with **Exhibit B**, “Budget,” attached hereto and incorporated by reference herein. Amounts budgeted are estimates. Upon written approval by County’s Contract Administrator, actual expenses may be reallocated by no more than ten (10%) percent between budgeted categories. Contractor’s monthly invoice shall contain a supplemental Workbook to account for the use of the \$75,000 advanced funds detailing expenditures applicable to securing rental and utility deposits.

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

<b><i>Email (preferred method):</i></b>	<b><i>U.S. Mail:</i></b>
<p style="text-align: center;"><a href="mailto:CSinvoice@edcgov.us">CSinvoice@edcgov.us</a>  Cc: <a href="mailto:alyson.mcmillan@edcgov.us">alyson.mcmillan@edcgov.us</a>  Please include in the subject line:  “Contract #, Service Month, Description /  Program</p>	<p style="text-align: center;">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 invoices for services fifteen (15) days following the end of a “service month.” 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 actual expenses in accordance with **Exhibit B**. 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 HHS A 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 HHS A 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 HHS A'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 purpose of inspection, audit, and copying.

C. Allowable Costs: Per ESG-CV, Allowable Costs for Rapid Rehousing are documented at 24 CFR § 576.106 with the HUD exceptions for certain categories as published in the HUD Waiver for ESG-CV at <https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-08cpdn.pdf>.

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 unless pursuant to a fully executed Amendment.

## **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			
<b>Contractor:</b>	<b>Sacramento Self-Help Housing</b> <b>dba Sierra Self-Help Housing</b>	<b>UEI #:</b> DYQ4D19AMFN7	
<b>Award Term:</b>	<b>Execution – 09/30/23</b>	<b>EIN #:</b>	
<b>Total Federal Funds Obligated: \$300,000</b>			
Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
14.231			Emergency Solutions Grant Program
<b>Project Description:</b>	Rapid Rehousing		
<b>Awarding Agency:</b>	California Department of Housing and Community Development		
<b>Pass-through Entity</b>	County of El Dorado, Health and Human Services Agency		
<b>Indirect Cost Rate or de minimus</b>	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. Form SF-LLL can be 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 C**, "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 C** 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**

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

## **ARTICLE XI**

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

## **ARTICLE XII**

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

## **ARTICLE XIII**

**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 D** and incorporated by reference herein.

## **ARTICLE XIV**

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

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

## **ARTICLE XV**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be

wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

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

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

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

## **ARTICLE XVI**

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

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

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which

services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XVII**

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

#### **ARTICLE XVIII**

##### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

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

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

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

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of the Article titled "Conflict of Interest."

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

#### **ARTICLE XIX**

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

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit

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:

SACRAMENTO SELF-HELP HOUSING, INC.  
dba SIERRA SELF-HELP HOUSING  
P.O. Box 188445  
Sacramento, CA 95818  
ATTN: CEO

or to such other location as the Contractor directs.

#### **ARTICLE XX**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein above under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XXI**

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

#### **ARTICLE XXII**

##### **Litigation:**

- A. County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.
- B. Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

### 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:

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

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

#### **ARTICLE 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 Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the

inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.”

#### **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**

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

### **ARTICLE XXXIV**

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

### **ARTICLE XXXV**

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

### **ARTICLE XXXVI**

#### **Special Terms and Conditions:**

Contractor, by signing this Agreement, becomes a sub recipient of funds via the ESG-CV Funding Agreement #20-ESGCV1-00037 from the California Department of Housing and Community Development. As such, Subrecipient agrees to adhere to all applicable terms and conditions, available at [https://www.edc.gov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edc.gov.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 alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

### **ARTICLE XXXVII**

**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 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  
Program Manager  
Housing and Homelessness Program  
Health and Human Services Agency

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Daniel Del Monte  
Interim Director  
Health and Human Services Agency

Dated: \_\_\_\_\_

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

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Lori Parlin, Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

SACRAMENTO SELF-HELP HOUSING, INC.  
dba SIERRA SELF-HELP HOUSING  
(A CALIFORNIA DOMESTIC NONPROFIT CORPORATION)

By: \_\_\_\_\_  
John Cobb Foley  
Chief Executive Officer  
"Contractor"

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Rachel Taylor  
Corporate Secretary

Dated: \_\_\_\_\_

(AMW)





Exhibit A  
Invoicing & Expenditure Workbook

	Fiscal Year 2021		
	<b>Monthly Expense Report</b>		
	<b>Operations</b>		
	Reporting Month:	<b>09/01 - 09/30/2020</b>	
	% to Date:	#DIV/0!	

Invoice Number			
Contractor			
Contract Number			
Contract Period			

Include a detailed General Ledger, Payroll Journal, and Monthly Financial Workbook for this award and month.

( A )	( B )	( C )	( D )	( E ) = ( C ) + ( D )
Category	FY20 Approved Budget	Monthly Expenses	Expenses to Date	Balance
Salaries	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Lease and Purchase)	\$ -	\$ -	\$ -	\$ -
Consumable Supplies	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Professional/Contract Services	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -

*By signing this request for reimbursement, I certify that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purpose and objective set forth in the contract and terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.*

_____ Signature of Authorized Official	_____ Date
_____ Type or Print Name and Title	_____ Telephone and Extension Number

**ANNUAL BUDGET**

Name of Agency: Sacramento Self-Help Housing, Inc.

Funder Rep: XXXXX

		<i>Calculation for Annual Salary Hide Column</i>	<b>Annual Salaries</b>	<b>FTE</b>	<b>Budget Annual</b>	<b>Budget Monthly</b>
Supportive Services	Program Director	\$0.00/hr. X 2,080 hrs./yr.	\$ 79,040.00	0.05	\$ 3,952.00	\$ 329.33
Supportive Services	Assistant Director	\$0.00/hr. X 2,080 hrs./yr.	\$ 64,480.00	0.10	\$ 6,448.00	\$ 537.33
Supportive Services	Admin Assistant	\$0.00/hr. X 2,080 hrs./yr.	\$ 41,600.00	0.15	\$ 6,240.00	\$ 520.00
Supportive Services	Housing Specialist Coordinator	\$0.00/hr. X 2,080 hrs./yr.	\$ 49,920.00	1.00	\$ 49,920.00	\$ 4,160.00
Supportive Services	Housing Retention	\$0.00/hr. X 2,080 hrs./yr.	\$ 49,920.00	1.00	\$ 49,920.00	\$ 4,160.00
Supportive Services	Housing Specialist	\$0.00/hr. X 2,080 hrs./yr.	\$ 43,680.00	1.00	\$ 43,680.00	\$ 3,640.00
Supportive Services	<b>Total Staff Salaries</b>			<b>3.30</b>	<b>\$ 160,160.00</b>	<b>\$ 13,346.67</b>
Supportive Services	Staff Taxes and Benefits (Flat Rate of 23%)				\$ 36,836.80	\$ 3,069.73
Supportive Services	<b>Total Salaries &amp; Benefits</b>				<b>\$ 196,996.80</b>	<b>\$ 16,416.40</b>

<b>Leasing</b>	<b>GL code</b>	<i>Calculation for Budget Annual</i>				
		\$1,380.0/mo./ 1 bed Apt. Unit 5 No. of Apt. Units X 4 mos.			\$ 27,600.00	\$ 2,300.00
		\$1,740.0/mo./2 bed Apt. Unit 10 No. of Apt. Units X 6 mos.			\$ 104,400.00	\$ 8,700.00
		\$1,380.0/mo./ 1 bed Apt. Unit 10 No. of Apt. Units X 6 mos.			\$ 82,800.00	\$ 6,900.00
		<i>Total of all deposits for 25 Apt. Unit holds</i>				
Leasing or Rental Assis	Security Deposit	3500 per Apt. Unit hold			\$ 87,500.00	\$ 7,291.67
Direct Client Services	Utilities deposit	500 x 25 Apt. Unitholds			\$ 12,500.00	\$ 1,041.67
Direct Client Services	Household Set up	2500*25 ppl			\$ 62,500.00	\$ 5,208.33
<b>Client Services</b>			<b>Total</b>		<b>\$ 377,300.00</b>	<b>\$ 31,441.67</b>
Operating	Office Equipment	<i>laptops/printers/hot spots/desks/etc.</i>			\$ 4,000.00	\$ 333.33
Operating	office Rent	<i>UNKNOWN at this time</i>			\$ -	\$ -
Operating	cell phone - staff	<i>60 per month * 3.5 ppl</i>			\$ 240.00	\$ 20.00
Operating	HMS Annual User Licenses	<i>\$495/per AUL**</i>			\$ 3,447.20	\$ 287.27
Operating	Staff Mileage	<i>0 mi./mo./staff X FTE X 12 mos. X \$0.40/mi.</i>			\$ 2,000.00	\$ 166.67
Total Operations Expenses			total		<b>\$ 386,987.20</b>	<b>\$ 32,248.93</b>
Administrative	Indirect Costs ( <i>your program may be different</i> )				\$ 16,016.00	\$ 1,334.67
<b>Total Contract Costs</b>					<b>\$ 600,000.00</b>	<b>\$ 50,000.00</b>

\*This budget covers deposits and first months rent. We budgeted 500.00 for 25 households that might need utility deposit assistance.

We added \$1,500.00 for furniture for each household.

\$ -

This budget does not cover monthly utility payments, food or moving.

The office rent and equipment will vary based on final location.

\*\*Current AUL fee may increase upon each license subscription billing cycle by no more than 5%.

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

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NAME OF VENDOR/RECIPIENT: Sacramento Self Help Housing, Inc. dba Sierra Self-Help Housing

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.

---

Date

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Signature

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Address of vendor/recipient

(08/13/01)

## **Exhibit D**

### **HIPAA Business Associate Agreement**

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

#### **RECITALS**

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

**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; and

**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 ; and

**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; and

**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: \_\_\_\_\_  
 Name  
 "BA Representative"

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Name  
 "HHSA Representative"

Dated: \_\_\_\_\_