

FUNDING AGREEMENT #9670
Youth Shelter Operations

THIS FUNDING 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 New Morning Youth and Family Services, Inc., a California Non-Profit Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6765 Green Valley Road, Placerville, California 95667 (hereinafter referred to as “Grantee”).

RECITALS

WHEREAS, representatives from across El Dorado County formed the El Dorado County Continuum of Care (CoC), known as the El Dorado Opportunity Knocks (EDOK) CoC, in 2017, a regional planning body of representative stakeholders in El Dorado County;

WHEREAS, County and the EDOK CoC has determined that it is necessary to obtain a Grantee to provide Youth Shelter services for homeless youth six (6) to seventeen (17) years of age who voluntarily or involuntarily no longer reside at their legal place of residence;

WHEREAS, Grantee responded to the request for project proposals for the use of Homeless Housing, Assistance, and Prevention (HHAP) funds to serve youth experiencing homelessness or at risk of homelessness published by the EDOK CoC on February 13, 2025;

WHEREAS, the County’s Health and Human Services Agency (HHSA) is authorized by the County Board of Supervisors via Resolution 194-2024 (Legistar file 24-0782) to serve as the Administrative Entity (AE) for the EDOK CoC, therefore, as the AE, HHSA administers funding awarded to the CoC;

WHEREAS, this Funding Agreement (hereinafter referred to as “Agreement”) will be funded with HHAP Round 3 allocated funding, administered by the California Department of Housing and Community Development (HCD), awarded to the EDOK CoC and administered by HHSA;

WHEREAS, EDOK CoC has identified needs that fall within the scope of the HHAP Round 3 funding, and EDOK CoC Board has approved the use of those funds in the amount of \$26,566.92 be allocated to operating subsidies in affordable or supportive housing units, emergency shelters, and navigation centers;

WHEREAS, the parties acknowledge a services agreement, Agreement #9571, was entered into between the parties for the provision of the same types of services as awarded herein to Grantee;

WHEREAS, County has determined that the provision of such services provided by Grantee 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;

WHEREAS, the parties agree the funding will be in conformity with all applicable federal, state and local laws and use of the funding shall be in conformity with the applicant’s stated purpose; and

WHEREAS, Grantee has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I, Use of Funds and Payment; that it is an independent and bona fide business which operates, 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;

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

ARTICLE I

Use of Funds and Payment:

Use of Funds: Grantee agrees to furnish all personnel, equipment, vehicles, tools, and materials necessary for the provision of Emergency Youth Shelter and Case Management on the Western Slope of El Dorado County with the intent to operate the Youth Shelter serving youth six (6) to seventeen (17) years of age. Utilizing Housing First principles, per Welfare and Institutions Code (WIC) section 8255(b), Grantee will provide the following:

A. Youth Shelter: Grantee shall:

1. House eligible youth (“Client[s]”) in Ashby House, New Morning’s Emergency Youth Shelter, located at 211 New Morning Court, Placerville, CA 95667, to provide immediate access to safe housing, three (3) meals per day, clothing, hygiene items, laundry facilities and showers;
2. Assess Clients engaged in shelter services and make appropriate referrals to ensure safe exits to appropriate housing; and
3. Receive referrals for Youth Shelter services through:
 - a. The County’s contracted Coordinated Entry System (CES);
 - b. Via identification of Clients during participation in bi-monthly CES Youth Case Conference meetings;
 - c. Through outreach with schools and the community; and
 - d. Self-Referrals.

B. Case Management: Grantee shall utilize Youth Behavioral Specialists and Shelter Client Services (Social Workers, Therapists) to develop individualized service plans for Clients. Case management includes:

1. Connection to services, such as healthcare and counseling, and access to community resources;
2. Family, community and school engagement;
3. Connection to school or vocational training programs;
4. Transportation; and
5. Independent living skills

C. Referrals for other services: Grantee shall coordinate and collaborate with existing providers through the EDOK CoC and within the El Dorado County region to ensure that Clients are referred to service organizations when services or resources available at these organizations may help create better outcomes.

D. Client Data Entry into the Homeless Management Information System (HMIS):

1. Upon obtaining Client consent for information to be entered into the HMIS, Grantee shall ensure that Client data is entered into the HMIS within twenty-four (24) hours of, and no more than seventy-two (72) hours after, first serving a Client. Client consent shall be documented in the Client's file. If Client consent is not provided, Grantee will provide de-identified data via email to the County's Contract Administrator within the same timeframe regarding number of clients served, services provided and exit destination.
2. Grantee shall comply with "EDOK Policies and Procedures Manual: HMIS," including amendments or updates thereto, available at <https://homebase.app.box.com/s/wy4z32aa4fbogfx4popzxap4vqcctg9x>, incorporated herein and made by reference a part hereof.
3. HMIS Data Quality:
 - a. Grantee shall ensure that Client data will be collected, aggregated, analyzed and reported in the HMIS system.
 - b. Grantee shall ensure that HMIS data reporting requirements are met, and information is entered accurately and timely.

Data entered by Grantee in the HMIS system, provided in a manner consistent with federal law, shall be shared by County to the statewide Homeless Data Integration System or "HDIS," as required by Health and Safety Code section 50220.6. Any information provided to, or maintained within, the statewide Homeless Data Integration System shall not be subject to public inspection or disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The California Interagency Council on Homelessness (Council) may, as required by operational necessity, amend, or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide the County with aggregate reports and analytics of the data the County submits to HDIS in support of the purpose of the HMIS Data Use Agreement.

Payment: County agrees to pay Grantee a maximum amount of \$26,566.92 as a lump sum payment following final execution of this Agreement and within forty-five (45) days of receipt and approval of an original invoice(s) on Grantee's letterhead or request for distribution of funds referencing this Agreement #9670 and Fiscal Year (FY) 25/26 EDOK CoC HHAP 3 Operations Funding.

- A. Invoices / Remittance shall be addressed as indicated in the table below or to such other location as County or Grantee may direct per the Article titled "Notice to Parties."

Mail Invoices/Remittance to:
El Dorado County Health and Human Services Agency Attn: Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667
Or email to (preferred method): CSinvoice@edcgov.us Subject line should include Agreement #9670, FY 25/26 EDOK CoC HHAP 3 Operations Funding

Grantee shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred 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.

Grantee shall not use funds awarded in this Agreement to pay for services invoiced to the County pursuant to Agreement #9571.

Funding shall not be used for political advocacy of any kind and shall not be used for individual person or business promotion or advertisement. Any person or business name mentioned in County-funded materials must be a sponsor or direct participant in the event of promotional effort. Any listing of service or product providers or co-sponsors must be inclusive. Any advertising space or time purchased by a person or business must be clearly and separately identified as paid advertising.

ARTICLE II

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$26,566.92, inclusive of all costs, taxes, and expenses

ARTICLE III

Reporting and Recoupment Requirements: Upon contract execution, Grantee shall be responsible to provide semi-annual financial reports to the County Contract Administrator at Homelessness.grants@edcgov.us. Grantee shall use the templates attached as Exhibit A marked "Financial Report" and Exhibit B marked "Progress Report," both incorporated herein and made by reference a part hereof, to report detailed use of program funds in alignment with the Eligible Use of HHAP Round 3 and as a separate and distinct service from those reimbursed under other County contracts. Reports shall be submitted semi-annually beginning approximately six (6) months from Grantees receipt of funds, until funds are fully expended at which time a Final Financial Report will be submitted showing all expenditures. Upon receipt and review by County Contract Administrator, the reports will be presented to the EDOK CoC.

In the event the funds have not been fully expended in accordance with the Article titled "Term," or in accordance with the Eligible Uses of HHAP Round 3, County will notify Grantee of recoupment in accordance with the Article titled, "Notice to Parties." Grantee shall reimburse County as indicated within thirty (30) days after the reconciliation is accepted by both parties.

ARTICLE IV

Term: This Funding Agreement shall become effective when fully executed by the parties hereto and shall cover the period of October 1, 2025, through September 30, 2027, or when funds have been fully expended, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article titled, "Default, Termination, and Cancellation," or the Article titled, "Fiscal Considerations."

In the event that funds have not been fully expended prior to termination date, the parties have the option to extend the term for three (3) additional one (1) year terms after the initial expiration date through September 30, 2030, with the same terms and conditions contemplated in ARTICLE, Use of Funds and Payment, or as amended. The option to extend the Agreement shall be subject to County Contract Administrator and Director of HHSA, based upon the Grantee meeting the minimum requirements of the Agreement during the initial term, budget availability, and if

recommended by EDOK CoC Board. Upon approval by the County Contract Administrator and Director of HHSA, Grantee will be notified of the extension in writing, in accordance with the Article titled "Notice to Parties."

ARTICLE V

Grantee 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 Grantee, and Grantee may perform similar work or services for others. However, Grantee 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 Grantee's responsibilities or hinder Grantee's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VI

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Grantee 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. Grantee 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 Grantee. Those persons will be entirely and exclusively under the direction, supervision, and control of Grantee.

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 Grantee performs the work or services for accomplishing the results.

Grantee, including any subcontractors or employees of Grantee, 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. Grantee 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 Grantee. Grantee shall not be subject to the work schedules or vacation periods that apply to County employees.

Grantee 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 Grantee provides for its employees.

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

ARTICLE VII

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 VIII

No Joint Venture: This Agreement shall not create a joint venture, partnership, or any other relationship of association between County and Grantee.

ARTICLE IX

No Grant of Agency: Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

ARTICLE X

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 XI

Audit by California State Auditor: Grantee 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, Grantee 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 XII

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

ARTICLE XIII

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 Grantee 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 Grantee advance written notice of such termination, allowing Grantee at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

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
Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as the County directs.

Notices to Grantee shall be addressed as follows:

NEW MORNING YOUTH AND FAMILY SERVICES, INC.
6765 Green Valley Road
Placerville, CA 95667
ATTN: Kristen Patterson, Executive Director
kristen@newmorningyfs.org

or to such other location or email as the Grantee directs.

ARTICLE XV

Change of Address: In the event of a change in address for Grantee's principal place of business, Grantee's Agent for Service of Process, or Notices to Grantee, Grantee shall notify County in writing pursuant to the provisions contained in this Agreement 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 XVI

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 Grantee 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 Grantee, the excess costs to procure from an alternate source.
2. County shall pay Grantee the sum due to Grantee 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 Grantee under this Agreement and the balance, if any, shall be paid to Grantee upon demand.
3. County may require Grantee 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 Grantee in this Agreement proves to have been false or misleading in any respect.
3. Grantee 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 Article titled, "Conflict of Interest".

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

C. Ceasing Performance: County may terminate this Agreement immediately in the event Grantee 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, in accordance with the Article titled "Notice to Parties." 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 Grantee, 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,

Grantee 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.

E. Funding Unavailable: County may terminate this Agreement immediately, without prior notice, at any time upon giving written notice to Grantee that County has been notified the grant funds from the State of California, federal government, or other entity, or any portion thereof, for the purposes of carrying out this Agreement, are not available, to County, including if distribution of such funds are suspended or delayed.

ARTICLE XVII

Indemnity: To the fullest extent permitted by law, Grantee 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 Grantee 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 Grantee to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVIII

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Grantee as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on Insurance Services Office (ISO) form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Grantee in the performance of the Agreement.
- D. In the event Grantee 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. Grantee shall furnish a certificate of insurance satisfactory to the County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Grantee 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, Grantee 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 Grantee agrees that no work or services shall be performed prior to the giving of such approval. In the event the Grantee 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. Grantee'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 Grantee'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 Grantee 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. Grantee's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Grantee cannot provide an occurrence policy, Grantee 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 County.

ARTICLE XIX

Nondiscrimination

- A. County may require Grantee's services on projects involving funding from various state and/or federal agencies, and as a consequence, Grantee shall comply with all applicable nondiscrimination statutes and regulations during the performance of this agreement including but not limited to the following: Grantee 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; Grantee 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. Grantee and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Grantee shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Grantee'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 8103.
- D. Grantee shall comply with Exhibit C, "Grantee 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. Grantee shall acknowledge compliance by signing and returning Exhibit C upon request by County.

ARTICLE XX

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 Grantee and performing work for County and who are considered to be a Grantee 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.

Grantee covenants that during the term of this Agreement neither it, or any officer or employee of the Grantee, 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 Grantee becomes aware of a conflict of interest related to this Agreement, Grantee 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), Grantee shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof.

ARTICLE XXI

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 XXII

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. Grantee 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 XXIII

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 XXIV

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 XXV

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 XXVI

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 XXVII

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 XXVIII

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 XXIX

Assignment: This Agreement is not assignable by Grantee in whole or in part without the express written consent of County.

ARTICLE XXX

Compliance with Laws, Rules and Regulations: Grantee shall, at all times while this Agreement is in effect, comply with all applicable laws, ordinances, statutes, rules, and regulations governing its conduct.

ARTICLE XXXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Christopher Richardson, Program Manager, HHSA, or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Grantee with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE XXXII

Additional Terms and Conditions:

Grantee, by signing this Agreement, becomes a subrecipient of funds via HHAP Funding Agreements #22-HHAP-10058 and #22-HHAP-20058 (titled Initial and Remainder Disbursement agreements for HHAP Round 3) and administered by HCD. As such, Grantee agrees to adhere to all applicable terms and conditions of the HHAP-3 Program and Agreements, including any amendments or updates thereto. Grantee, by signing this Agreement certifies they will abide by the HHAP Agreement terms and conditions, which can be viewed at <https://ElDoradoCounty.ca.gov/HHSA-Contractor-Resources>.

Grantee shall comply with the all HHAP-3 Program terms and conditions including, but not limited to the below:

- A. **Housing First Principles:** In the provision of the services described herein, Grantee shall adhere to the core principles for Housing First, consistent with Health and Safety Code (HSC) section 50220.8(g) which mandates that all recipients of program allocation shall comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, which provides eleven (11) core components of Housing First principles.
- B. **Inspection of Records:** County, HCD or its designee, shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. Grantee agrees to provide County, HCD or its designee, with any relevant information requested.
- C. **Record Retention:** Grantee agrees to retain all records related to this Agreement for a minimum period of five (5) years after the termination of this Agreement.
- D. **Drug-Free Workplace Certification: Certification of Compliance:** By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and any subcontractors will comply with the requirements of the Drug-Free Workplace Act of

1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying its employees and subcontractors that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantee, or subcontractors for violations, as required by Government Code section 8355, subdivision (a)(1).
 2. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantee, or subcontractors about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. Grantee's policy of maintaining a drug-free workplace.
 - c. Any available counseling, rehabilitation, and employee assistance program; and
 - d. Penalties that may be imposed upon Grantee, its employees, and subcontractors for drug abuse violations.
 3. Provide, as required by Government Code section 8355, subdivision (a)(3), that Grantee's employees and subcontractors (as applicable) that performs services under this Agreement:
 - a. Will receive a copy of Grantee's drug-free policy statement, and
 - b. Will agree to abide by terms of Grantee's condition of employment or subcontract.
- E. Compliance with state and federal Laws, rules, guidelines and regulations: Grantee 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 HHAP program.

ARTICLE XXXIII

Counterparts: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ARTICLE XXXIV

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.

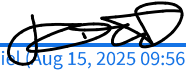
Requesting Contract Administrator Concurrence:

By: *Christopher Richardson*
Christopher Richardson (Aug 15, 2025 09:47:14 PDT)

Christopher Richardson
Program Manager, Community Services
Health and Human Services Agency

Dated: 08/15/2025

Requesting Department Head Concurrence:

By: 
Jim Diel (Aug 15, 2025 09:56:47 PDT)

Jim Diel, LMFT
Chief Assistant Director
Health and Human Services Agency

Dated: 08/15/2025

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
George Turnboo, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- NEW MORNING YOUTH AND FAMILY SERVICES, INC. --

By: *Kristen Patterson* Dated: 08/18/2025
Kristen Patterson (Aug 18, 2025 08:39:15 PDT)
Kristen Patterson
Chief Executive Officer
"Grantee"

By: *Susan L Prock* Dated: 08/15/2025
Susan L Prock (Aug 15, 2025 12:35:23 PDT)
Sue Prock
Corporate Secretary

Financial Report

The purpose of this report is to submit a financial statement covering the expenditures for the length of the contract term. This report should be submitted bi-annually, beginning 6 months after contract execution. The report should clearly show the amounts received and expended as provided by the Funding Out Agreement. Please attach any and all supporting documentation, including records of staff costs, direct services to clients, etc

Name of Organization:	
Name of Representative completing this form:	
Email Address of Representative:	
Funding Out Agreement Number:	

[illegible]

Total	0
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Exhibit B

Progress Report

The purpose of this report is to gather information related to the activities and expenses your organization engages in related to your Funding Out agreement. This report should contain the details of your use of the funds awarded to you by the EDOK CoC HHAP grants. Please be detailed in your description.

Reporting Date

Reporting Period

Name of Organization:

Name of Representative
completing this form:

Email Address of Representative:

Funding Out Agreement Number:

How much funding did your
agency receive as part of it's
agreement with the County?

How much funding has your
agency spent to date on allowable
expenses and activities related to
your agreement with the County?

How many unduplicated
individuals has your agency
served to date as a result of
receiving these funds? (Count
each person, not each service).

What services were provided as a result of receiving this award? Please provide detail.

Please state all goals for this project and the status of progress towards completing those goals. If any goals have not been met, what is your plan to complete the goals within the contract period?

If you have funds remaining to spend, what is your plan for expending these funds in the near future?

How was success in achieving your stated goals measured?

Please provide any success stories that help to illustrate or explain the positive outcomes that were achieved by your organization specifically related to the use of the grant you were awarded.
Please be detailed in your description of how funds were used.

New Morning Youth and Family Services, Inc.

Exhibit C

Grantee Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

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

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and GRANTEE 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, Grantee 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 Grantee directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

08/17/2025

Date

Kristen Patterson

Kristen Patterson (Aug 17, 2025 09:23:52 PDT)

Grantee Signature

6765 Green Valley Rd., Placerville, CA 95667

Address of Grantee

New Morning Youth and Family Services, Inc.

Exhibit D

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 accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor'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 contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 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

N/A

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

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

N/A

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

If no, please type N/A.

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

08/17/2025

Date

New Morning Youth and Family Services, Inc.

Type or write name of company

Kristen Patterson

Kristen Patterson (Aug 17, 2025 09:23:52 PDT)

Signature of authorized individual

Kristen Patterson

Type or write name of authorized individual