

CONTRACT AMENDMENT ROUTING SHEET

Date Prepared: 10/18/2021

Need Date: 11/01/2021

PROCESSING DEPARTMENT:

Department: HHSA
Dept. Contact: Consie Mote
Phone: x7118
Department Head Signature: Nita Wracker
Digitally signed by Nita Wracker
MBA CPA
Date: 2021.10.18 15:07:34
-07'00'
MBA CPA
Nita Wracker, MBA, CPA
Agency Chief Fiscal Officer

CONTRACTOR:

Name: The Center for Common Concerns (HOMEBASE)
Address: 870 Market Street, Suite 1228
San Francisco, CA 94102-2926
Phone: _____
Org Code: 5210113
Project String
(if applicable): _____

CONTRACTING DEPARTMENT: HHSA

Service Requested: Review of Amendment 1 to Agreement 5919

Description: Amendment to increase maximum obligation by \$175,000 in contract for technical assistance in support of the homeless program

Contract Term: 9/1/2021-9/30/2022 Contract Value: \$250,000

COUNTY COUNSEL: (must approve all contracts and MOU's)

Approved: Disapproved: Date: 10/19/2021 By: Paula Frantz
Digitally signed by Paula Frantz
Date: 2021.10.19 08:30:30 -07'00'
Approved: Disapproved: Date: _____ By: _____

COUNSEL -- PLEASE FORWARD TO HR AND RISK MANAGEMENT -- THANKS!

HR APPROVAL:

Compliance with Human Resources requirements? Yes: No:
Compliance verified by: Lauren Montalvo
Digitally signed by Lauren Montalvo
Date: 2021.10.21 09:46:52 -07'00'

RISK MANAGEMENT APPROVAL: (all contracts & MOU's except boilerplate grant funding contracts)

Approved: Disapproved: Date: 10/19/2021 By: Michael Andersen
Digitally signed by Michael Andersen
Date: 2021.10.19 17:05:27 -07'00'
Approved: Disapproved: Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: _____ By: _____
Approved: Disapproved: Date: _____ By: _____

PLEASE EMAIL FOR PICK-UP hhsa-contracts@edcgov.us Thank you!

AGREEMENT FOR SERVICES #5919
AMENDMENT 1

This Amendment 1 to that Agreement for Services #5919, 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"), El Dorado Opportunity Knocks Continuum of Care, and The Center for Common Concerns, Inc., HomeBase, a non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 870 Market Street, Suite 1228, San Francisco, CA 94102-2926, and whose Agent for Service of Process is *Nikka Rapkin, 5659 Genoa Street, San Francisco, CA 94608*, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County, acting as the Administrative Entity on behalf of the El Dorado Opportunity Knocks Continuum of Care (CoC), to provide strategic and practical technical assistance, informed by national best-and-emerging practices, to the community collaborative known as the CoC and to County staff in support of the Homeless Program in accordance with Agreement for Services #5919, dated September 1, 2021, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend Article III, "Compensation;" and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment 1 to that Agreement 5919.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #5919 shall be amended a first time as follows:

- 1) Article III, Compensation shall be amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

- A. Rates:** For the purposes of this Agreement, the billing rate for services provided under this Agreement, shall be \$115.00 per staff per hour.
- B. Invoices:** It is a requirement of this Agreement that Consultant shall submit an original invoice, similar in content and format with Exhibit A, attached hereto and incorporated by reference herein. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices.
- C.** Consultant shall submit separate invoices for services provided under **Article I - Scope of Services Continuum of Care Activities**, and **Article I - Scope of Services County Activities**.

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

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

For services provided herein, including any deliverables that may be identified herein, Consultant shall submit invoices or 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 Consultant provides services in accordance with the Article titled, "Scope of Services."

For all satisfactory services provided herein, County agrees to process payments on behalf of the CoC Board from funds identified herein, and as approved in writing by CoC Board, monthly in arrears and within forty-five (45) days following the County's receipt of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if CoC Board fails to approve invoices, or Consultant fails to comply with any provision of this Agreement.

D. Maximum Obligation:

Maximum Obligation for the term of this Agreement shall not exceed \$250,000.

In the event that Consultant fails to deliver the 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 Article XIV, "Default, Termination, and Cancellation." In no event shall County be obligated to pay Consultant for any amount above the Maximum Obligation of this Agreement.

E. Mileage and Travel:

Mileage and travel (i.e. overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will be reimbursed for services performed by Consultant or any authorized sub-consultant. Reimbursement for mileage, travel, and/or per diem expenses for Consultant and sub-consultants, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred. There shall be no markups allowed on mileage rates and/or travel expenses for Consultant or for any sub-consultant. Any reimbursements for mileage and/or travel expenses will only be made if such expenses are included in the maximum obligation herein, and approved in writing by Contract Administrator.

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Except as herein amended, all other parts and sections of that Agreement #5919 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: *Alyson McMillan*
Alyson McMillan (Oct 22, 2021 12:47 PDT)
Alyson McMillan, Program Manager
Health and Human Services Agency

Dated: 10/22/2021

Requesting Department Head Concurrence:

By: *DS*
Don Semon (Oct 22, 2021 12:53 PDT)
Donald Semon
Director
Health and Human Services Agency

Dated: 10/22/2021

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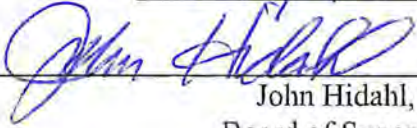
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement #5919 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 12/7/21
By: 
John Hidahl, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By:  Dated: 12/7/21
Deputy Clerk

-- EL DORADO OPPORTUNITY KNOCKS, CONTINUUM OF CARE
BOARD OF DIRECTORS --

EL DORADO OPPORTUNITY KNOCKS CONTINUUM OF CARE


By:  Dated: 10/25/2021
Marissa Muscat, Co-Chair
Board of Directors

By:  Dated: 10/28/2021
Michael Boyd (Oct 28, 2021 10:00 PDT)
Michael Boyd, Co-Chair
Board of Directors

-- CONSULTANT --

THE CENTER FOR COMMON CONCERNS, INC.
A CALIFORNIA CORPORATION

By:  Dated: 10/26/2021
Nikka Rapkin (Oct 26, 2021 08:36 PDT)
Nikka Rapkin
Chief Executive Officer
"Consultant"

By:  Dated: 10/28/2021
Elizabeth Theriault
Corporate Secretary

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

Vendor Name:	
Vendor Address:	
Phone:	
Fax:	
Email:	
Billing Contact:	

Contract #:	5919
Program Description:	
EDC HHS Program Contact Person:	
Invoice #:	
Invoice Date:	
Invoice Total Amount:	0
Service Period/Month:	

DATE OF SERVICE	SERVICE TYPE/ DESCRIPTION	UNITS OF SERVICE	COST PER UNIT	AMOUNT
				0
				0
				0
				0
				0
				0
				0
				0
				0
	Subtotal:			0
	Tax:			0
	Please Pay this Amount:			0

Invoice Backup

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

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

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

Template available electronically at <https://www.edcgov.us/hhsaforcontractors>

Agreement # 5919

Registrar # _____

AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: 08/06/2021

Need Date: 08/23/2021

PROCESSING DEPARTMENT:

Department: Health and Human Service Agency

Dept. Contact: Consie Mote

Phone: 642-7118

Department Head Signature: Nita Wracker

MBA CPA

Digitally signed by Nita Wracker
MBA CPA
Date: 2021.08.09 10:51:43 -07'00'
Nita Wracker, Agency Chief Fiscal Officer

CONTRACTOR:

Name: The Center for Common Concerns (HOMEBASE)

Address: 870 Market Street, Suite 1228

San Francisco, CA 94102-2926

Phone: _____

Org Code: 5210113

Project # _____

(if applicable): _____

Funding Source: State funding

CONTRACTING DEPARTMENT: HHSA

Service Requested: Review of Agreement

Description: Renewal contract for technical assistance in support of the homeless program

Contract Term: Upon execution thru October 1, 2022 Contract Value: \$ 75,000.00

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 08/09/2021 By: Paula Frantz

Approved: Disapproved: Date: _____ By: _____

Digitally signed by Paula Frantz
Date: 2021.08.09 12:30:47
-07'00'

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL FOR PICK-UP cao-contracts-newrequests@edcgov.us Thank you!

AGREEMENT FOR SERVICES #5919

TECHNICAL ASSISTANCE

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"), El Dorado Opportunity Knocks Continuum of Care, and The Center for Common Concerns, Inc., HomeBase, a non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 870 Market Street, Suite 1228, San Francisco, CA 94102-2926, and whose Agent for Service of Process is *Nikka Rapkin, 5659 Genoa Street, San Francisco, CA 94608*, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County, acting as the Administrative Entity on behalf of the El Dorado Opportunity Knocks Continuum of Care (CoC), and the CoC have determined that it is necessary to obtain a Consultant to provide strategic and practical technical assistance, informed by national best-and-emerging practices, to the community collaborative known as the CoC and to County staff in support of the Homeless Program; and

WHEREAS, a component of this assistance shall be a goal of identifying and focusing the CoC's attention on necessary improvements to a Coordinated Entry System (CES) to identify, assess and prioritize homeless individuals and families for housing and services based on vulnerability and severity of need (also called the homeless system of care, or Coordinated Entry); and

WHEREAS, Consultant 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, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such 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 Consultant 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, Continuum of Care Board of Directors, and Consultant mutually agree as follows:

ARTICLE I

Scope of Services:

A. Continuum of Care Activities:

1. Support of Housing and Urban Development (HUD) eligible activities:
 - a. Assist the CoC to meet all Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) requirements, including:
 - i. Continued implementation of a coordinated entry system and system-wide performance measurement;
 - ii. Facilitate the submission of the CoC Program consolidated application, including the local competition process. Work in conjunction with new County Homeless Program Staff and CoC Board to gather information and compile answers for the 2021 CoC Consolidated application, including preparation of required attachments. Train appropriate entities on local competition process.
 - iii. Work with County staff, Board members, and community stakeholders to address systemic challenges in preparation for 2021 CoC Program competition cycle, including providing CoC trainings, developing strategies to respond to system gaps, and implementing such strategies
2. Ongoing support for the CoC Board, General Membership and Committees (hereinafter referred to as CoC Members)
 - a. Provide training and support to the CoC Members:
 - i. To promote transparency and community participation;
 - ii. To maintain records and correspondence for each body, including meeting minutes, service contracts, and all CoC documents (Governance Charter, Policies and Procedures, CoC Notice of Funding Award submissions, etc.). CoC officers will continue to take minutes, send announcements and monitor EDOK email accounts. HomeBase will train appropriate staff or officer on website management as well as various HUD portals;
 - iii. To help ensure that appropriate membership is maintained in each body and that members are trained to carry out their functions;
 - iv. To help ensure that the CoC is implementing all HUD requirements and provide best practices research and case studies to support CoC planning and program development, and positioning of the CoC program competition. Provide technical assistance via e-mail, meeting, or teleconference (Resource: <https://www.hudexchange.info/coc/coc-program-law-regulations-and-notices/#notices>).
 - b. Provide capacity building and training to the CoC Members, to bolster the homeless system of care, in alignment with federal and state priorities and national best practices; and
 - c. Provide technical assistance to the CoC Board regarding Coordinated Entry System services.
3. Provide training upon request, at CoC Board and general meetings. Attendance may be by video conference or in person, by mutual agreement.

4. Assist the CoC in preparation and submission of documentation in alignment with HUD requirements to increase Federal and state awards of funding. Assistance may be provided through telephone calls, email, guidance documents, research and analysis, and review of proposed submissions. Submissions shall include but may not be limited to:
 - a. System Performance Measures,
 - b. Annual Homeless Assessment Report (AHAR)
 - c. Grant Inventory Worksheet (GIW)
 - d. Consolidated Application; and
5. Provide monitoring and evaluation of CoC-funded entities at the request of the CoC or County and advise the CoC on system-wide performance and evaluation.
6. Provide technical and capacity building assistance on funding applications for the CoC Members as approved by the CoC Board; and
7. Provide technical assistance to the CoC Board regarding competitive selection processes for subawards prepared and processed by the Administrative Entity on behalf of the CoC.
8. Providing reports to the CoC through monthly reports to the CoC Leadership and bi-monthly staff reports to the CoC Board

B. County Activities:

1. Provide strategic support and consultation as needed on key initiatives and deliverables in support of the County's functions as the Administrative Entity for the CoC.
 - a. Provide technical assistance (TA) as requested on Federal and/or State grant applications and RFPs, memoranda of understanding, and other documents in support of CoC-related contracting.
 - b. Provide consultation on state and federal policy developments, including research, analysis, and best practice recommendations;
 - c. Support facilitation of an annual priority planning process.
2. Provide technical assistance to allow the County to meet statutory reporting requirements.
3. Provide support and technical assistance as needed to the County Homeless Program staff, including but may not be limited to:
 - a. Program design and development, including capacity building and training for staff.
 - b. Compliance with HUD requirements for HMIS management;
 - c. Provide training and technical assistance to HHSA Homeless Program staff assigned to support the CoC.
4. Reporting: Assist the County in meeting statutory reporting requirements.

ARTICLE II

Term: This Agreement shall become effective upon final execution by all parties hereto and shall continue through September 30, 2022, unless terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled, "Default, Termination, and Cancellation" or "Fiscal Considerations."

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ARTICLE III

Compensation for Services:

- A. Rates:** For the purposes of this Agreement, the billing rate for services provided under this Agreement, shall be \$115.00 per staff per hour.
- B. Invoices:** It is a requirement of this Agreement that Consultant shall submit an original invoice, similar in content and format with Exhibit A, attached hereto and incorporated by reference herein. Copies of documentation attached to invoices shall reflect Consultant’s charges for the specific services billed on those invoices.
- C.** Consultant shall submit separate invoices for services provided under **Article I - Scope of Services Continuum of Care Activities**, and **Article I - Scope of Services County Activities**.

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

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

For services provided herein, including any deliverables that may be identified herein, Consultant shall submit invoices or 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 Consultant provides services in accordance with the Article titled, “Scope of Services.”

For all satisfactory services provided herein, County agrees to process payments on behalf of the CoC Board from funds identified herein, and as approved in writing by CoC Board, monthly in arrears and within forty-five (45) days following the County’s receipt of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if CoC Board fails to approve invoices, or Consultant fails to comply with any provision of this Agreement.

D. Maximum Obligation:

Maximum Obligation for the term of this Agreement shall not exceed \$75,000.

In the event that Consultant fails to deliver the 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 Article XIV, “Default, Termination, and Cancellation.” In no event shall County be obligated to pay Consultant for any amount above the Maximum Obligation of this Agreement.

E. Mileage and Travel:

Mileage and travel (i.e. overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will be reimbursed for services performed by Consultant or any authorized sub-consultant. Reimbursement for mileage, travel, and/or per diem expenses for Consultant and sub-consultants, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are

incurred. There shall be no markups allowed on mileage rates and/or travel expenses for Consultant or for any sub-consultant. Any reimbursements for mileage and/or travel expenses will only be made if such expenses are included in the maximum obligation herein, and approved in writing by Contract Administrator.

ARTICLE IV

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

ARTICLE V

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 VI

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

ARTICLE VII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant 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.

ARTICLE VIII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE IX

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 X

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

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 Consultant performs the work or services for accomplishing the results.

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

Consultant 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 Consultant provides for its employees.

Consultant 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 XI

Audit by California State Auditor: Consultant 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, Consultant 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

Audits, Compliance, and Monitoring:

- A. Consultant 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 #5919. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Consultants 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 Consultant 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 Consultant 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 Consultant 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 XIII

Assurance of Compliance: Consultant shall comply with Exhibit B, "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. Consultant shall acknowledge compliance by signing and returning Exhibit B upon request by County.

ARTICLE XIV

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant 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 upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant 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 XV

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

And a copy to:

EL DORADO OPPORTUNITY KNOCKS CONTINUUM OF CARE
3057 Briw Road
Placerville, CA 95667
ATTN: Co-Chairs, Board of Directors

Notices to Consultant shall be addressed as follows:

HOMEBASE, THE CENTER FOR COMMON CONCERNS, INC.
870 Market Street, Suite 1228
San Francisco, CA 94102
ATTN: CHIEF EXECUTIVE OFFICER

or to such other location as the Consultant directs.

ARTICLE XVI

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

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

ARTICLE XVIII

Litigation:

- A. County, promptly after receiving notice thereof, shall notify the Consultant 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 Consultant must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Consultant of its indemnification obligations.
- B. Consultant, 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 XIX

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

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant 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 Consultant in the performance of the Agreement.
- D. In the event Consultant 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. Consultant 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. Consultant 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, Consultant 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 Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant 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 Consultant'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 Consultant'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 Consultant 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. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant 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 XX

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 XXI

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 XXII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXIII

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXIV

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. Consultant 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 Consultant 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 in the Agreement titled, “Default, Termination and Cancellation”.

ARTICLE XXV

Nondiscrimination:

- A. County may require Consultant's services on projects involving non from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant 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; Consultant 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. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant'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.

ARTICLE XXVI

California Residency (Form 590): If Consultant is a California resident, Consultant 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 Consultant 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 Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVII

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

ARTICLE XXVIII

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIX

County Business License: 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 Code Section 5.08.070.

ARTICLE XXX

Licenses: Consultant hereby represents and warrants that Consultant and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant 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

Venue: 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

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

ARTICLE XXXVII

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

Requesting Contract Administrator Concurrence:

By: *Alyson McMillan*
Alyson McMillan (Aug 12, 2021 11:48 PDT)
Alyson McMillan, Program Manager
Health and Human Services Agency

Dated: 08/12/2021

Requesting Department Head Concurrence:

By: *DS*
Don Semon (Aug 12, 2021 11:56 PDT)
Donald Semon, Director
Health and Human Services Agency

Dated: 08/12/2021

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

MW

-- COUNTY OF EL DORADO --

By: *Laura Schwartz* Dated: 09/01/2021
Laura Schwartz (Sep 1, 2021 15:07 PDT)
Purchasing Agent
Chief Administrative Office
"County"

**-- EL DORADO OPPORTUNITY KNOCKS, CONTINUUM OF CARE
BOARD OF DIRECTORS --**

EL DORADO OPPORTUNITY KNOCKS CONTINUUM OF CARE

By: *Marissa Muscat* Dated: 08/19/2021
Marissa Muscat, Co-Chair
Board of Directors

By: *Michael Boyd* Dated: 08/24/2021
Michael Boyd (Aug 24, 2021 11:09 PDT)
Michael Boyd, Co-Chair
Board of Directors

-- CONSULTANT --

THE CENTER FOR COMMON CONCERNS, INC.
A CALIFORNIA CORPORATION

By: *Nikka Rapkin* Dated: 08/24/2021
Nikka Rapkin (Aug 24, 2021 17:27 PDT)
Nikka Rapkin
Chief Executive Officer
"Consultant"

By: *Beth Theriault* Dated: 08/25/2021
Elizabeth Theriault
Corporate Secretary

EXHIBIT A

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

Vendor Name:	
Vendor Address:	
Phone:	
Fax:	
Email:	
Billing Contact:	

Contract #:	
Program Description:	
EDC HHS Program Contact Person:	
Invoice #:	
Invoice Date:	
Invoice Total Amount:	0
Service Period/Month:	

DATE OF SERVICE	SERVICE TYPE/ DESCRIPTION	UNITS OF SERVICE	COST PER UNIT	AMOUNT
				0
				0
				0
				0
				0
				0
				0
				0
	Subtotal:			0
	Tax:			
	Please Pay this Amount:			0

Invoice Backup

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

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

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

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

NAME OF VENDOR/RECIPIENT: The Center for Common Concerns (HomeBase)

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.

08/24/2021

Date



Signature

Address of vendor/recipient

(08/13/01)