

**AGREEMENT FOR SERVICES #6722**  
**AMENDMENT I**  
Navigation Center

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**This First Amendment** to that Agreement for Services #6722, 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 Volunteers of America Northern California Northern Nevada, Inc., a California Domestic Non-Profit, duly qualified to conduct business in the State of California, whose principal place of business is 3434 Marconi Avenue, Sacramento, California 95821 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to assist its Health and Human Services Agency, in case management and operation services at the short-term congregate Navigation Center project ("Project"), in accordance with Agreement for Services #6722, dated June 28, 2022, incorporated herein and made by reference a part hereof;

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

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE I, Scope of Work**, including the addition of **Exhibit B**, marked "**Homeless Verification Checklist**;"

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE III, Compensation for Services** to add additional contract provisions;

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE XX, Conflict of Interest**, to include the addition of **Exhibit C**, marked "**California Levine Act Statement**;"

**WHEREAS**, the parties hereto have mutually agreed to add **ARTICLE XXXIV, Executive Order N-6-22 – Russia Sanctions**;

**WHEREAS**, the parties hereto have mutually agreed to add additional funding sources thereby adding **ARTICLE XXXV, Federal Funding Requirements**, and **ARTICLE XXXVI, Additional Terms and Conditions**;

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment I to that Agreement for Services #6722.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #6722 shall be amended a first time as follows:

1) **ARTICLE I, Scope of Work**, shall be amended in its entirety to read as follows:

#### **ARTICLE I**

**Scope of Work:** Contractor is engaged in the business of doing the services and tasks required under this Agreement. Contractor agrees to furnish, at Contractor's own cost and expense, all personnel, equipment, vehicles, tools, materials, supplies, and services necessary to perform the services and tasks required under this Agreement, as defined in Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof including those services and tasks that are identified herein, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall provide all services for operation and case management for the El Dorado Navigation Center as outlined below, including but not limited to, housing-focused, person centric case management and operation services for sixty (60) unsheltered adults at a time. The Shelter will not allow walk-ups and will operate on a referral basis only. Contractor shall utilize evidence based best practices in ending homeless to coordinate all the necessary care, facilitate timely access to services, and improve transition from the Navigation Center into permanent housing. Contractor shall oversee and coordinate all shelter operations twenty-four (24) hours a day, seven (7) days a week.

#### **Operations**

- Oversight of program and support staff including hiring, training, meetings, accountability, staff schedules, Homeless Management Information System (HMIS), and Intake.
- Ensures all day-to-day operations are conducted and led in a safe and non-judgmental manner.
- Point of contact for partner agencies day to day needs.
- Point of contact for Good Neighbor Policy.
- Addresses complaints and grievances by Guests, Staff, Partner Agencies and Neighbors.
- Completes shelter intake.
- Enters all Guests into HMIS and reviews HMIS data daily for completion and accuracy.
- Have staff trained as an Assessor and Complete Coordinated Entry Assessment Tool as needed.
- Orients Guests on shelter policies, rules, rights, responsibilities, and ensures guests are reoriented on a regular basis.
- Provide monthly data reports to County and applicable community partners.
- Perform safety checks inside and outside facility.
- Control excessive noise or loitering from Guests both inside and outside facility.
- Deescalates issue and intervene in disturbances.

## **Case Management**

- Electronic Record Keeping.
- **Homeless Management Information System (HMIS):** Contractor shall ensure that Clients will undergo a Client intake and homelessness verification process, prior to admission to the IWLP and SO Programs, in accordance with Exhibit B, marked “Homeless Verification Checklist,” attached hereto and incorporated by reference herein, with completed verification uploaded to HMIS with the corresponding Client data.
- Enter real-time data into HMIS.
- Provide all documentation, as needed.
- Ensures all HMIS reporting requirements are met and information is entered accurately and timely.
- Maintains case management files on each guest will include psycho-social information, short- and long-term plans to improve self-sufficiency based on Guest determined needs.
- Assess Guest income, credit, legal issues and help Guests prioritize employment options when appropriate.
- Links and accompanies Guests to appointments when necessary.
- Assists in income stabilization through mainstream resources securing public. benefits/entitlement) and all viable income sources from employment.
- Documents progress and assistance in removing obstacles to set goals.
- Collaborates with County for Housing Plan.
- Provides routine documentation of coordination and follow-up of all areas.
- Is a source of engagement, information sharing and problem solving for Guests.
- Provides resource information and appropriate case planning specific to any Guest who has a physical or mental impairment.
- Provides crisis management as needed.

## **Training**

- Staff shall be trained in CPR, Trauma Informed Care, De-escalation, & Motivational Interviewing Training.
- Facilitates guests Living Skills Training Groups and Substance Abuse Educational groups.

## **Maintenance and supplies**

- COVID-19 Protocols including safety protocols and sanitation guidelines with shelter residents, staff, and guests to protect clients and staff from exposure to COVID-19.
- Ensure cleanliness of facility.
- Supply cleaning supplies, linen supplies, laundry, toilet paper, towels, tools, equipment, supplies, PPE gear.
- Coordinate assignment of personal supplies and space for Guest, partners, pets, storage.
- Maintain the safety and cleanliness of the interior and exterior of the facility, including structure, parking and grounds.
- Maintain sanitation of the facility.
- Oversee completion of daily maintenance checklist.
- Assure supplies are stocked and appropriately secured in maintenance storerooms; maintains cleanliness and order of storerooms; performs regular inventory of cleaning supplies and minor repair items.
- Check facility daily for any safety concerns; understand local and state safety codes.

- Reports all deficiencies to County.
- Manage Navigation Center property maintenance, security, and safety concerns at site location.
- Coordinates with County about all planned general, preventative and repair maintenance at site.
- Coordinates any scheduled maintenance or repair work.
- Limit maintenance disturbances on shelter guests.
- Respond to any maintenance concerns expressed by shelter staff or County.
- Supply medication, personal supplies.
- Supply Bus Passes/Transportation.
- Supply client supplemental food/snacks, television, misc. shelter supplies.

### **Communication**

- Serve as liaison to county and city contract personnel, elected officials.
- Participate in developing community relations and maintain positive image of the program.
- Maintains safe relationships with Guests, staff and all community service agencies.
- Assist other staff, partners, and Police Department as needed.
- Contractor shall provide electronic email communication to the County contracted meal provider, Upper Room Dining Hall, Inc.(Upper Room), with notice sent to Operations Director, Karen Stinson [director@upperroomdininghall.org](mailto:director@upperroomdininghall.org) by 5:00 p.m. Pacific Standard Time (PST), on the evening prior to scheduled meal delivery services, informing Contractor of the number of clients
- If additional Clients are admitted to the navigation center/shelter after the electronic notification is sent, a second email notification must be sent by 3:00 p.m. PST on the same day as the scheduled meal delivery date, informing Upper Room of additional meal needs. Upper Room has agreed to provide up to five (5) additional continental breakfasts, sack lunches, and hot dinners, thereby providing daily meals to serve up to an additional five clients, if this second notification is received by 3:00 p.m. PST for same day scheduled meal delivery.
- Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

Contractor acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion. Contractor shall receive direction from County's Contract Administrator.

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

2) **ARTICLE III, Compensation for Services**, is hereby amended in its entirety to read as follows:

**ARTICLE III**

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

For the purposes hereof, the billing rates shall be in accordance with Exhibit A. All expenses and their distribution among tasks are estimates only. Exhibit A represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Contractor may request to reallocate the expenses listed herein among the various tasks, subcontractor, and direct expenses identified herein, subject to the HHS Director’s written approval and contingent upon approval by County Counsel and Risk Management. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement shall not exceed \$1,347,963, inclusive of all costs, taxes, and expenses.

Reimbursement for mileage expenses for Contractor shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage expenses for Contractor. Any reimbursements for mileage expenses, if any, will only be made if such expenses are included in the Cost Proposal of an approved and fully executed Work Order issued pursuant to this Agreement.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

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

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

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or

proceed as set forth below in the Article titled, Default, Termination, and Cancellation, herein.

**3) ARTICLE XX, Conflict of Interest**, is hereby amended in its entirety to read as follows:

**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 Contractor and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

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

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

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

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

**4) ARTICLE XXXIV, Executive Order N-6-22 – Russia Sanctions**, is hereby added to read as follows:

**ARTICLE XXXIV**

**Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and

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

5) **ARTICLE XXXV, Federal Funding Notification**, is hereby added to read as follows:

**ARTICLE XXXV**

**Federal Funding Notification:** An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Additionally, counties must annually verify that the subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract.

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

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

1. The Contractor must register and maintain an "Active" status within SAM at <https://sam.gov/content/home>.
2. If County cannot access or verify "Active" status, the Contractor must immediately update the information as required.

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

Federal Funding Information			
<b>Contractor:</b>	Volunteers of America Northern California Northern Nevada, Inc.,		UEI # PNW8G83VQVP6
<b>Award Term:</b>	06/28/2022 - 06/29/23		EIN #:
<b>Total Federal Funds Obligated: Up to \$1,347,963</b>			
Federal Award Information for Community Development Block Grant (CDBG)			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
29.019	B-20-DW-06-0001	11/26/2020	Corona Virus relief Fund
14.218			Community Development Block Grants
<b>Project Description:</b>	Community Development Block Grant Coronavirus Response Round 2 and 3 (CDBGCV2/3)		
<b>Awarding Agency:</b>	Housing and Urban Development (HUD) HUD Grant No.: B-20-DW-06-0001 to California Department of Housing and Community Development		
<b>Pass-through Entity</b>	California Department of Housing and Community Development awarded to County of El Dorado, Health and Human Services Agency		
<b>Indirect Cost Rate or de minimus</b>	Indirect Cost Rate: _____		De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	
Federal Award Information for Emergency Solutions Grant (ESG)			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
14.231	ESGCV1-00037	8/20/2020, 02/04/2021	Emergency Solutions Grant Program (ESG)
<b>Project Description:</b>	Rapid Rehousing through Transitional Housing for Transitioned Aged Youth Experiencing or at Risk of Homelessness		
<b>Awarding Agency:</b>	Department of Housing and Urban Development, Office of Community Planning and Development		
<b>Pass-through Entity</b>	County of El Dorado, Health and Human Services Agency		
<b>Indirect Cost Rate or de minimus</b>	Indirect Cost Rate: _____		De minimus <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	



6) **ARTICLE XXXVI, Additional Terms and Conditions**, is hereby added to read as follows:

**ARTICLE XXXVI**

**Additional Terms and Conditions:** Additional terms related to the funding utilized to support services provided. Funding may come from any of the below listed sources, and the full agreements for each is available at [HHS Contractor Resources \(edcgov.us\)](https://www.edcgov.us).

- A. **Additional Terms related to CDBG funding:** Contractor, by signing this Agreement, accepts the applicable terms and condition in Department of Housing and Community Development (HCD) Standard Agreement 20-CDBG-CV-2-3-00154, and as may be amended, available at [HHS Contractor Resources \(edcgov.us\)](https://www.edcgov.us) including but not limited to the following terms:

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

Pursuant to Exhibit D – CDBG-CV2/3 Program Terms and Conditions, also available in link to the Agreement CDBG-CV-2-3-00154, available at [HHS Contractor Resources \(edcgov.us\)](https://www.edcgov.us), Contractor, as a subgrantee, shall comply all applicable terms and conditions including but not limited to:

1. **Uniform Administrative Requirements** -The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines, and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.
2. **24 CFR Part 2424** and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. (UEI Number/SAM Verification)
  - a. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in **Appendix II of 2 CFR Part 200**, available at [eCFR: Appendix II to Part 200, Title 2 -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](https://www.ecfr.gov) and provided below:
    - i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 United States Code \(U.S.C.\) 1908](https://www.uscode.gov), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
    - ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
    - iii. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](https://www.ecfr.gov), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](https://www.ecfr.gov) must include the equal opportunity clause

- provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- iv. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- v. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the

recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- vii. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- x. See § 200.323.
- xi. See § 200.216.
- xii. See § 200.322.

3. **Drug-Free Workplace Act of 1988.** Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

4. **Monitoring Requirements:** Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR

§200.333. Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

**5. Inspections of Grant Activity**

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

- a. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
- b. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

**6. Anti-Lobbying Certification:** Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

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

**B. Additional Terms related to Homeless Housing, Assistance and Prevention (HHAP) funding:** Contractor, shall comply with all applicable conditions of the HHAP Grant #20-HHAP-00022 & #20-HHAP-0023, available at <https://www.edcgov.us/hhsaforcontractors>, and the applicable State requirements governing the use of HHAP funds. Failure to comply with these conditions may result in termination of this Agreement, pursuant to the Article in the Agreement titled, "Default, Termination, and Cancellation." Specifically, Contractor must comply with:

1. This Agreement between County and Contractor shall require the Contractor and its Subcontractors, if any, to:
  - a. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  - b. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
  - c. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing the Work or any part of it.
  - d. Agree to include all the terms of this Agreement 5404 in each subcontract.
2. Compliance with State and Federal Laws, Rules, Guidelines and Regulations:

The Contractor 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, the Contractor, its Subrecipient's, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Agency upon request.

3. Inspections:
  - a. County and/or State shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
  - b. County shall require that all work that is determined based on such inspections not to confirm to the applicable requirements be corrected and to withhold payments to the Contractor until it is corrected.
4. Litigation:
  - a. If any provision of the Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the State shall not affect any other provision of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
  - b. The Contractor shall notify the County immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement, County, or State, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the County and State.

5. Special Terms and Conditions:

- a. Interest earned on Grant funds: All proceeds from any interest-bearing account established by the Contractor for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients to the Contractor for the deposit of HHAP funds, must be used for HHAP-eligible activities
- b. Any housing-related activities funded with HHAP funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).
- c. Homeless Management Information System (HMIS): Grantee agrees to utilize the HMIS used by the El Dorado Opportunity Knocks Continuum of Care to track HHAP-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).
- d. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency access.

C. **Additional Terms related to ESG-CV Program:** Contractor, by signing this Agreement, becomes a subrecipient of funds via the ESG-CV Funding Agreement #20-ESGCV1-00037, inclusive of the most recent executed Amendments 1, 2 and 3 to the Agreement, and from the California Department of Housing and Community Development. As such, Subrecipient agrees to adhere to all applicable terms and conditions, available at [https://www.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx), including but not limited to those provisions contained herein below:

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

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

Specifically, Contractor must comply with:

1. This Agreement between County and Contractor shall require the Contractor and its Subcontractors, if any, to:
  - a. Allowable Costs: Per ESG-CV, Allowable Costs for Rapid Rehousing are documented at 24 CFR § 576.106 with the HUD exceptions for certain categories as

- published in the HUD Waiver for ESG-CV at <https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-08cpdn.pdf>.
- b. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  - c. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
  - d. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing the Work or any part of it.
  - e. Agree to include all the terms of this Agreement 5404 in each subcontract.

2. Compliance with State and Federal Laws, Rules, Guidelines and Regulations:  
The Contractor agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ESG-CV program, the Contractor, its Subrecipients, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Agency upon request.

3. Inspections:
  - a. County and/or State shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
  - b. County shall require that all work that is determined based on such inspections not to confirm to the applicable requirements be corrected and to withhold payments to the Contractor until it is corrected.
4. Litigation:
  - a. If any provision of the Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the State shall not affect any other provision of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
  - b. The Contractor shall notify the County immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement, County, or State, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the County and State.

5. Special Terms and Conditions:

- a. Interest earned on Grant funds: All proceeds from any interest-bearing account established by the Contractor for the deposit of ESG-CV funds, along with any interest-bearing accounts opened by subrecipients to the Contractor for the deposit of ESG-CV funds, must be used for ESG-CV-eligible activities
- b. Any housing-related activities funded with ESG-CV funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must comply or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).
- c. Homeless Management Information System (HMIS): Grantee agrees to utilize the HMIS used by the El Dorado Opportunity Knocks Continuum of Care to track ESG-CV funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by ESG-CV funding (e.g., by creating appropriate ESG-CV -specific funding sources and project codes in HMIS).
- d. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS and sign any required data use agreements allowing Agency access.

Except as herein amended, all other parts and sections of that Agreement #6722 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: *Alyson McMillan*  
Alyson McMillan (Mar 3, 2023 12:52 PST)  
Alyson McMillan  
Program Manager  
Health and Human Services Agency

Dated: 03/03/2023

**Requesting Department Head Concurrence:**


By: N/A – see next page  
Olivia Byron-Cooper, MPH  
Interim Director  
Health and Human Services Agency

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



IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #6722 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:   
Olivia Byron-Cooper (Mar 3, 2023 14:02 PST)  
Olivia Byron-Cooper, MPH  
Interim Director  
Health and Human Services Agency  
"County"

Dated: 03/03/2023

-- CONTRACTOR --

VOLUNTEERS OF AMERICA  
NORTHERN CALIFORNIA NORTHERN NEVADA, INC  
A CALIFORNIA DOMESTIC NON-PROFIT

By:   
Christie Holderegger (Mar 9, 2023 15:31 PST)  
Christie Holderegger  
Chief Executive Officer  
"Contractor"

Dated: 03/09/2023

By:   
Joel Rusco (Mar 13, 2023 09:33 PDT)  
Joel Rusco  
Chief Financial Officer  
"Contractor"

Dated: 03/13/2023




**Exhibit B  
Verification Checklist: Homeless Documentation**

<b>Client Name:</b>	
<b>Date:</b>	
<b>Current Residence:</b> (Night Before Above Date)	
<b>Staff Name:</b>	
<b>Program Name:</b>	Navigation Center
<b>Component Type:</b> (ES, TH, RRH, PSH, etc.)	

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

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

**Exhibit B**  
**Verification Checklist: Homeless Documentation**

Applicable 	In File 	CATEGORY  Required Documentation in File
<input type="checkbox"/> YES  <input type="checkbox"/> NO	<input type="checkbox"/>          <input type="checkbox"/>	<p><b>HOSPITAL OR OTHER INSTITUTION</b> if client's stay was 90 days or fewer <u>and</u> client was in emergency shelter or place not meant for human habitation prior to admission</p> <p><b>Documentation of institutional stay</b></p> <p><input type="checkbox"/> <b>Written Third-Party</b> (one or more of the following):</p> <p><input type="checkbox"/> Discharge paperwork with admission and discharge dates</p> <p><input type="checkbox"/> Written (or oral, but recorded in writing) referral from social worker, case manager, or other official from institution with admission and discharge dates</p> <p><b>OR</b></p> <p><input type="checkbox"/> <b>Written First-Party</b> (<u>both</u> of the following):</p> <p><input type="checkbox"/> Client Self-Declaration of Homelessness (Form E) <b>AND</b></p> <p><input type="checkbox"/> Staff Supplement to Self-Declaration of Homelessness (Form E) describing attempts to secure third-party verification</p> <p><b>AND</b></p> <p><b>Documentation of client's homeless status immediately prior to institutional stay</b></p> <p><input type="checkbox"/> <b>Written Third-Party</b> (one or more of the following) dated within 14 days prior to institutionalization:</p> <p><input type="checkbox"/> HMIS record of shelter stay or homeless street outreach contacts</p> <p><input type="checkbox"/> Signed letter on letterhead from emergency shelter or homeless street outreach provider</p> <p><input type="checkbox"/> Homelessness Certification (Form A) from emergency shelter or homeless street outreach provider</p> <p><b>OR</b></p> <p><input type="checkbox"/> <b>Written Second-Party</b> (<u>both</u> of the following):</p> <p><input type="checkbox"/> Certification Based on Intake Conversation (Form F) <b>AND</b></p> <p><input type="checkbox"/> Staff Supplement to the Certification Based on Intake Conversation (Form F) describing attempts to secure third party verification</p> <p><b>OR</b></p> <p><input type="checkbox"/> <b>Written First-Party</b> (<u>both</u> of the following):</p> <p><input type="checkbox"/> Client Self-Declaration of Homelessness (Form E) <b>AND</b></p> <p><input type="checkbox"/> Staff Supplement to Self-Declaration of Homelessness (Form E) describing attempts to secure third-party verification</p>
<input type="checkbox"/> YES  <input type="checkbox"/> NO	<input type="checkbox"/>	<p><b>TRANSITIONAL HOUSING</b> if graduating from or timing out of TH <u>and either</u> in emergency shelter or place not meant for human habitation prior to admission <u>or</u> fleeing or attempting to flee domestic violence including dating violence, sexual assault, stalking, human trafficking, and other dangerous/life-threatening conditions that relate to violence against the individual or a family member that make them afraid to return to primary nighttime residence</p> <p><input type="checkbox"/> <b>Written Third-Party</b> (one or more of the following) dated within 14 days prior to program entry:</p> <p><input type="checkbox"/> HMIS records of transitional housing stay and entry from shelter or place not meant for human habitation</p> <p><input type="checkbox"/> Signed letter on letterhead from transitional housing provider certifying residency and homeless living situation prior to admission</p> <p><input type="checkbox"/> Homelessness Certification (Form A) signed by transitional housing provider</p> <p><b>OR</b></p> <p><input type="checkbox"/> <b>Written First-Party</b> (<u>both</u> of the following):</p> <p><input type="checkbox"/> Client Self-Declaration of Homelessness (Form E) <b>AND</b></p> <p><input type="checkbox"/> Staff Supplement to Self-Declaration of Homelessness (Form E) describing attempts to secure third-party verification</p>

**Exhibit B**  
**Verification Checklist: Homeless Documentation**

Applicable <input checked="" type="checkbox"/>	In File <input checked="" type="checkbox"/>	CATEGORY <input checked="" type="checkbox"/> Required Documentation in File
<input type="checkbox"/> YES  <input type="checkbox"/> NO	<input type="checkbox"/>	<p><b>TRANSITIONAL HOUSING</b> if graduating from or timing out of TH and <i>neither</i> in emergency shelter or place not meant for human habitation prior to admission <i>nor</i> fleeing or attempting to flee domestic violence including dating violence, sexual assault, stalking, human trafficking, and other dangerous/life-threatening conditions that relate to violence against the individual or a family member that make them afraid to return to primary nighttime residence</p> <p><input type="checkbox"/> <b>Written Third-Party</b> (one of the following) dated within 14 days prior to program entry:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> HMIS records of transitional housing stay and homeless living situation prior to admission</li> <li><input type="checkbox"/> Signed letter on letterhead from transitional housing provider certifying residency and homeless living situation prior to admission</li> <li><input type="checkbox"/> Homelessness Certification (Form A) signed by transitional housing provider</li> </ul> <p><b>OR</b></p> <p><input type="checkbox"/> <b>Written First-Party</b> (<i>both</i> of the following):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Client Self-Declaration of Homelessness (Form E) <b>AND</b></li> <li><input type="checkbox"/> Staff Supplement to Self-Declaration of Homelessness (Form E) describing attempts to secure third-party verification</li> </ul>
<b>CATEGORY 2</b>		
<input type="checkbox"/> YES  <input type="checkbox"/> NO	<input type="checkbox"/>          <input type="checkbox"/>	<p><b>IMMINENTLY LOSING PRIMARY NIGHTTIME RESIDENCE</b>, i.e., primary nighttime residence will be lost within 14 days, <i>and</i> no subsequent residence has been identified, <i>and</i> the household lacks the resources and support networks needed to obtain other permanent housing</p> <p><b>At least one of the following:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Court order resulting from an eviction notice or equivalent, or formal eviction notice</li> <li><input type="checkbox"/> For clients in hotels/motels <i>not</i> falling under Category 1, evidence that household lacks the financial resources necessary to stay for more than 14 days</li> <li><input type="checkbox"/> Oral statement by individual or head of household that the owner or renter of the residence will not allow them to stay for more than 14 days <i>and</i> documentation by staff of the statement client made to staff <i>and</i> <ul style="list-style-type: none"> <li><input type="checkbox"/> Written verification from the owner or renter of the residence verifying client's statement <i>or</i></li> <li><input type="checkbox"/> Staff Supplement to Self-Declaration of Homelessness (Form E) describing attempts to secure verification from the owner or renter of the residence</li> </ul> </li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Corroborating Client Self-Declaration of Homelessness (Form E)</li> </ul>
<b>CATEGORY 4</b>		
<input type="checkbox"/> YES  <input type="checkbox"/> NO	<input type="checkbox"/>   <input type="checkbox"/>	<p><b>FLEEING OR ATTEMPTING TO FLEE DOMESTIC VIOLENCE</b>, including dating violence, sexual assault, stalking, human trafficking, and other dangerous/life-threatening conditions that relate to violence against the individual or a family member that make them afraid to return to primary nighttime residence ("the condition")</p> <p><b>The following:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Client Self-Declaration of Homelessness (Form E)</li> </ul> <p><b>AND FOR NON-VICTIM SERVICE PROVIDERS</b></p> <p><i>If safety would not be jeopardized, written third-party certification with minimum amount of information necessary to document fleeing or attempting to flee the condition</i> (one or more of the following):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Written observation by intake worker verifying the condition</li> <li><input type="checkbox"/> Signed letter on letterhead from by a housing or service provider, social worker, health-care provider, law enforcement agency, legal assistance provider, pastoral counselor, or any other organization from whom the individual or head of household has sought assistance for the condition</li> </ul>

**Volunteers of America Northern California Northern Nevada, Inc.**

**Exhibit C**

**California Levine Act Statement**

**California Levine Act Statement**

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

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

YES  NO

If yes, please identify the person(s) by name: NA  
If no, please type N/A.

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

YES  NO

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

03/09/2023

Date  
Volunteers of America Northern California  
Northern Nevada, Inc.

Type or write name of company

*Christie Holderegger*  
Christie Holderegger (Mar 9, 2023 15:31 PST)

Signature of authorized individual

Christie Holderegger, CEO

Type or write name of authorized individual

**Volunteers of America Northern California Northern Nevada, Inc.**  
**Navigation Center Case Management and Operation Services**

**AGREEMENT FOR SERVICES #6722**

**THIS AGREEMENT**, 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 Volunteers of America Northern California Northern Nevada, Inc., a California Domestic Non-Profit, duly qualified to conduct business in the State of California, whose principal place of business is 3434 Marconi Avenue, Sacramento, California 95821 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to assist its Health and Human Services Agency, in case management and operation services at the short-term congregate Navigation Center project ("Project");

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

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

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

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

**ARTICLE I**

**Scope of Work:** Contractor is engaged in the business of doing the services and tasks required under this Agreement. Contractor agrees to furnish, at Contractor's own cost and expense, all personnel, equipment, vehicles, tools, materials, supplies, and services necessary to perform the services and tasks required under this Agreement, as defined in Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof including those services and tasks that are identified herein, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor shall provide all services for operation and case management for the El Dorado Navigation Center as outlined below, including but not limited to, housing-focused, person centric case management and operation services for 60 unsheltered adults at a time. The Shelter will not allow walk-ups and will operate on a referral basis only. Contractor shall utilize evidence based best practices in ending homeless to coordinate all the necessary care, facilitate timely access to services, and improve transition from the Navigation Center into permanent housing. Contractor shall oversee and coordinate all shelter operations twenty-four (24) hours a day, seven (7) days a week.

### **Operations**

- Oversight of program and support staff including hiring, training, meetings, accountability, staff schedules, Homeless Management Information System (HMIS), and Intake.
- Ensures all day-to-day operations are conducted and led in a safe and non-judgmental manner.
- Point of contact for partner agencies day to day needs
- Point of contact for Good Neighbor Policy
- Addresses complaints and grievances by Guests, Staff, Partner Agencies and Neighbors
- Completes shelter intake
- Enters all Guests into HMIS and reviews HMIS data daily for completion and accuracy
- Completes Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT) for those who do not have it
- Orients Guests on shelter policies, rules, rights, responsibilities, and ensures guests are reoriented on a regular basis
- Provide monthly data reports to County and applicable community partners
- Perform safety checks inside and outside facility
- Control excessive noise or loitering from Guests both inside and outside facility
- Deescalates issue and intervene in disturbances

### **Case Management**

- Electronic Record Keeping
- Enter real-time data into HMIS
- Provide all documentation, as needed
- Ensures all HMIS reporting requirements are met and information is entered accurately and timely
- Maintains case management files on each guest will include psycho-social information, short- and long-term plans to improve self-sufficiency based on Guest determined needs
- Assess Guest income, credit, legal issues and help Guests prioritize employment options when appropriate
- Links and accompanies Guests to appointments when necessary
- Assists in income stabilization through mainstream resources securing public benefits/entitlement) and all viable income sources from employment

- Documents progress and assistance in removing obstacles to set goals
- Collaborates with County for Housing Plan
- Provides routine documentation of coordination and follow-up of all areas
- Is a source of engagement, information sharing and problem solving for Guests
- Provides resource information and appropriate case planning specific to any guest who has a physical or mental impairment.
- Provides crisis management as needed

### **Training**

- Staff shall be trained in CPR, Trauma Informed Care, De-escalation, & Motivational Interviewing Training
- Facilitates guests Living Skills Training Groups and Substance Abuse Educational groups

### **Maintenance and supplies**

- Ensure cleanliness of facility
- Supply cleaning supplies, linen supplies, laundry, toilet paper, towels, tools, equipment, supplies, PPE gear
- Coordinate assignment of personal supplies and space for Guest, partners, pets, storage
- Maintain the safety and cleanliness of the interior and exterior of the facility, including structure, parking and grounds
- Maintain sanitation of the facility
- Oversee completion of daily maintenance checklist
- Assure supplies are stocked and appropriately secured in maintenance store rooms; maintains cleanliness and order of store rooms; performs regular inventory of cleaning supplies and minor repair items
- Check facility daily for any safety concerns; understand local and state safety codes
- Reports all deficiencies to County
- Manage Navigation Center property maintenance, security, and safety concerns at site location
- Coordinates with County about all planned general, preventative and repair maintenance at site
- Coordinates any scheduled maintenance or repair work
- Limit maintenance disturbances on shelter guests
- Respond to any maintenance concerns expressed by shelter staff or County
- Supply medication, personal supplies
- Supply Bus Passes/Transportation
- Supply client supplemental food/snacks, television, misc. shelter supplies

### **Communication**

- Serve as liaison to county and city contract personnel, elected officials
- Participate in developing community relations and maintain positive image of the program



- Maintains safe relationships with Guests, staff and all community service agencies
- Assist other staff, partners, and Police Department as needed

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

Contractor acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion. Contractor shall receive direction from County's Contract Administrator.

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

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire one (1) year thereafter.

## **ARTICLE III**

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

For the purposes hereof, the billing rates shall be in accordance with Exhibit A.

The total amount of this Agreement shall not exceed \$1,347,963, inclusive of all costs, taxes, and expenses.

Reimbursement for mileage expenses for Contractor shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage expenses for Contractor. Any reimbursements for mileage expenses, if any, will only be made if such expenses are included in the Cost Proposal of an approved and fully executed Work Order issued pursuant to this Agreement.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

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

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

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

#### **ARTICLE IV**

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

#### **ARTICLE 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**

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

## **ARTICLE VII**

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

## **ARTICLE VIII**

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

## **ARTICLE IX**

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

## **ARTICLE X**

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

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

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

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

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

#### **ARTICLE XI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XII**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for

any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

### **ARTICLE XIII**

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

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

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

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

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

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
  3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County and Contractor may terminate this Agreement, in whole or in part, for convenience upon sixty (60) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

#### **ARTICLE XIV**

**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 in duplicate and addressed as follows:

To County:

County of El Dorado  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, California 95667

Attn.: Contracts Unit

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Volunteers of America  
Northern California Northern Nevada, Inc.  
3434 Marconi Avenue  
Sacramento, California 95821

Attn.: Leo McFarland, Chief Executive Officer

or to such other location as Contractor directs.

#### **ARTICLE XV**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's 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**

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

#### **ARTICLE XVII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.

- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional Contractor and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to 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. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days 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. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing



payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XVIII**

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

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

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

#### **ARTICLE XIX**

**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 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 Contractor and performing work for County and who are considered to be Contractor 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 Contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

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

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

## **ARTICLE XXI**

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and

Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

#### **ARTICLE XXII**

**California Residency (Form 590):** If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXIII**

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

#### **ARTICLE XXIV**

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

#### **ARTICLE XXV**

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

applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXVI**

**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 XXVII**

**Contract 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 XXVIII**

**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 the obligations set forth herein.

#### **ARTICLE XXIX**

**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 XXX**

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

#### **ARTICLE XXXI**

**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 XXXII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**ARTICLE XXXIII**

**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 Jul 5, 2022 09:28 PDT  
Alyson McMillan, Program Manager  
Health and Human Services Agency

Dated: 07/05/2022

**Requesting Department Head Concurrence:**

By: *Daniel Del Monte*  
Daniel Del Monte Jul 5, 2022 09:27 PDT  
Daniel Del Monte, Interim Director  
Health and Human Services Agency

Dated: 07/05/2022

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

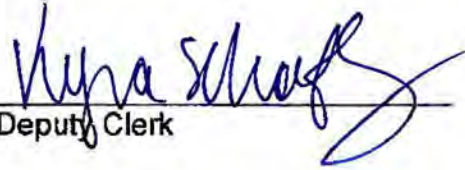
--COUNTY OF EL DORADO--

By: 

Dated: 6/28/22

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 6/28/22

--VOLUNTEERS OF AMERICA  
NORTHERN CALIFORNIA NORTHERN NEVADA, INC.--

By:   
Leo McFarland  
Chief Executive Officer  
"Contractor"  
"Contractor"

Dated: 6/14/22

By:   
Joel Rusco  
Chief Financial Officer

Dated: 6/14/22

# Volunteers of America Northern California Northern Nevada, Inc.

## Exhibit A Fee Schedule

		FY 2023
		YEARLY TOTALS
SALARIES	POSITIONS	DESCRIPTIONS
	Program Director	Oversight of Program Staff and Operations
	Intake/HMIS Coordinator Outreach Lead	
	Case Manager	
	Maintenance	Ensure cleanliness of facility
	Lead Support	Oversee Support Staff and Staff Schedules, HMIS/Intake
	Support - 3 people per shift all times	2 Staff per shift/3 shifts per 24 hours/7 days week
	<b>TOTALS</b>	<b>\$1,027,531</b>
	<b>TOTAL SALARIES</b>	<b>\$790,408</b>
	<b>TOTAL BENEFITS/TAXES/WORKERS COMP</b>	<b>\$237,122</b>
<b>Other Costs:</b>		
	Staff Training	CPR, Trauma Informed Care, De-escalation, & Motivational Interviewing Training
	Professional Fees	Electronic Record Keeping
	Program Supplies	Medication, personal supplies
	Client Assistance	Bus Passes/Transportation
	Incidentals	Client supplemental food/snacks, television, misc shelter supplies
	Cleaning, Linen & Laundry	Cleaning supplies, linen supplies, laundry, toilet paper, towels, etc.
	Equipment Expense & Furnishings	First Year)
	Mileage & Travel	Mileage reimbursement
	Utilities/Disposal	
	Facilities	Tools, equipment, supplies, PPE gear
	General Office	Paper, office supplies, (Start Up 7 Computers, 2 Printers = \$7,650)
	Telephone	Telephone & Internet, Telephone Equipment (Start up \$6,000)
	Insurance	Vehicle & General Liability, Property Insurance
	Equipment Maint & Rental Travel	Copy Machine
	Food & Lodging Administrative Expense	Staff meetings
	<b>OTHER SUPPORT COSTS</b>	<b>\$144,612</b>
	<b>Direct Program Expenses</b>	<b>\$1,172,143</b>
	<b>Admin Allocation (15%)</b>	<b>\$175,821</b>
	<b>TOTAL EXPENSES</b>	<b>\$1,347,964</b>

### Staffing Pattern

SALARIES	POSITIONS	DESCRIPTIONS	YEAR 1	FTE	RATE	BASE	Relief	RELIEF	SALARIES	BENEFITS
	Program Director	Oversight of Program Staff and Operations	\$98,317	1	\$ 36.00	\$ 74,880	1.0%	\$ 749	\$ 75,629	\$ 22,689
	Intake/HMIS Coordinator Outreach Lead		\$56,194	1	\$ 24.00	\$ 49,920	2.0%	\$ 998	\$ 50,918	\$ 15,276
	Case Manager		\$0	0	\$ 24.00	\$ -	1.0%	\$ -	\$ -	\$ -
	Maintenance	Ensure cleanliness of facility	\$196,051	3	\$ 24.00	\$ 149,760	0.7%	\$ 1,048	\$ 150,808	\$ 45,242
	Lead Support	Oversee Support Staff and Staff Schedules, HMIS/Intake	\$54,080	1	\$ 20.00	\$ 41,600	0.0%	\$ -	\$ 41,600	\$ 12,480
	Support - 3 people per shift all times	2 Staff per shift/3 shifts per 24 hours/7 days week	\$152,938	2.8	\$ 20.00	\$ 116,480	1.0%	\$ 1,165	\$ 117,645	\$ 35,293
	<b>TOTALS</b>		<b>\$459,950</b>	<b>9</b>	<b>\$ 18.00</b>	<b>\$ 336,960</b>	<b>5.0%</b>	<b>\$ 16,848</b>	<b>\$ 353,808</b>	<b>\$ 106,142</b>
	<b>TOTAL SALARIES</b>		<b>\$1,027,531</b>	<b>17.8</b>		<b>\$ 769,600</b>		<b>\$ 20,808</b>	<b>\$ 790,408</b>	<b>\$ 237,122</b>
	<b>TOTAL BENEFITS/TAXES/WORKERS COMP</b>		<b>\$790,408</b>							
			<b>\$237,122</b>							