AGREEMENT dated as of December 1, 2020 between Lake County Behavioral Health Services as Lead Agency for the Lake County Continuum of Care (hereinafter "Client"), located at 6302 13th avenue, Lucerne, CA. 95458, and *Simtech Solutions Inc.*, located at 13115 Sunstone Pt, San Diego CA 92130.

1.0 TOOLS TO BE PROVIDED

1.1   Subject to the terms and provisions of this agreement (the "Agreement"), Simtech Solutions Incorporated agrees to provide the following technical resources in support of the Clients objective of conducting an efficient and accurate 2021 homeless point in time census for the CA-529 Lake County Continuum of Care:

- Access to the Counting Us mobile app that includes the following key features:
    - HUD compliant Point in Time survey collection for both individuals and households from a native app available on both Google Play and the App Store;
    - Observation Tally forms to gather information from people who cannot be engaged;
    - Support for data entry via any web browser from http://Counting.Us;
    - Ability to assign GPS coordinates to the location of each interaction;
    - Ability for the Counting Us app to work without an Internet connection or cell service. Surveys can be saved as "Drafts" and submitted later;

- Point in Time Regional Command Center, which includes the following key features:
    - Ability to change the count activity from being in "test" or "live" mode to enable users to field test the app prior to the date of the count.
    - Collect and display survey data submitted from the Counting Us mobile app in real-time. This provides Count Administrators with the ability to review the quality of incoming data and address issues as needed.
    - Tools for Count Administrators to make edits to the incoming data as necessary;
    - Ability to produce HUD-compliant Point in Time Reports over data collected for both sheltered and unsheltered populations;
    - Data export in either Microsoft Excel or Comma Separated Variable (CSV) format;
    - Incorporation of shape files to denote the geographic boundaries of the region and to run Point in Time reports by city, county, or zip code;
    - Access to the data within the command center for a period of up to one year from the date of this agreement. Access to this data will be extended if the Client decides to continue to subscribe to these services in subsequent years.

2.0 PROFESSIONAL SERVICES TO BE PERFORMED

2.1   Subject to the terms and provisions of this agreement (the "Agreement"), Simtech Solutions Incorporated agrees to provide the Client with ongoing technical consulting services in support of the Client's Point in Time count.

- Live virtual support during the night of the count to address technical issues and respond to questions from the designated Technical Lead on the use of either the Counting Us app or the Regional Command Center;
- Upon request, the Client will be provided up to one hour of virtual training to Count Administrators and "team leaders" in preparation of the count;
- Templates for posters and training materials to accompany use of the Counting Us app;

- Technical support services to assist with the addressing of any data quality issues or other open items that need to be addressed prior to producing the Point in Time Reports for submission to HUD.

2.2   This agreement includes the option for *Custom Sheltered and Unsheltered Surveys* found within the Counting Us app by adding or revising up to twenty (20) questions per survey. The results will be gathered in the Point in Time Regional Command Center and be available for export in a CSV data file alongside the results from the questions that must be asked to produce a valid HUD Point in Time Report. The questions to be added can have any type of response type including text, number, date, drop-down, radio button or check box. Note that the response values for the questions required to produce an accurate and complete HUD Point in Time report cannot be revised unless the region does not wish to produce the Point in Time report from the regional command center.

2.3   This agreement includes the option to include a *Volunteer Registration Portal*. If included, this web-based portal will serve as a common landing page for volunteers interested in participating in the region's count. Volunteers will be able to enter in key information related to who they are, any additional skills they have, provide their contact information, and pre-register for an account to be used with the Counting Us app. If both this option and the option for Count Team Management are selected, the Count Area and Team Managers will be provided with the ability to assign registered count volunteers to their teams.

2.4   This agreement includes the option to include *Region and Count Team Management* functionality within both the Counting Us app and the Point in Time Regional Command Center. Count Teams support a sub-region view into the data for local Count Team Administrators by showing only the data that has been collected by users that are assigned to their particular team(s). Enabling this feature allows Technical Leader(s) to define these sub-regions, designate Count Team Leaders, and assign count team volunteers to these sub-regions. Count administrators will be able to assign users to a team and filter and review surveys collected by any member of their team. If the Client decides to include this optional feature, users will be presented with a list of pre-established Count Teams and be asked to choose a team after they have register an account.

2.5   This agreement includes the option to modify the observation tally to *Count Vehicles and Makeshift Shelters* that appear to be serving as temporary living situations. Also included within this is logic to ask people who are engaged and living in a vehicle or structure what type of vehicle or structure they are residing in and how many people are sleeping with them in this location. Together, this information can be used to derive estimated counts. The modification shall include revised logic within the command center to ignore counts of structures and vehicles during the generation of the HUD point in time report. All data gathered will be made available in the form of a CSV export.

2.6   This agreement includes the option to include a *Separate Count Activity*, to be conducted on a separate date and time that is within the one-year period of this agreement. This additional count activity prevents the co-mingling of data with the official HUD Point in Time Count data collection and can be used for youth-specific homeless counts, a summer point in time count to help identify if there are seasonal fluctuations in count figures, or for other community-specific reasons. Training for the actual point in time count does not require a separate count activity as

the count can be left in "training" mode until the night of the count. Any custom surveys required for separate count activity shall be billed on a time and materials basis as described in Section 4.3.

2.7   This agreement includes the option to include *Geographic Sampling and Enumeration* features which enable a statistically reliable count to be conducted without requiring the entire region to be canvassed. Details on the approach and functionality included are available in a separate methodology document that can be provided upon request.

2.8   This agreement includes the option to include *Shelter-Based Surveys* to allow for the data collection of count figures from shelter providers either not participating in HMIS and/or those that are using HMIS but there are data quality concerns that necessitate the usage of another means for collecting data required to produce the HUD Point in Time report.

2.9   In partnership with Miracle Messages, a California based 501(c)3 non-profit organization, this agreement includes the option to include additional questions aimed at supporting the reunification of people experiencing homelessness including but not limited to volunteer-led efforts to locate loved ones, deliver messages, and reunite families. By selecting this option, the provider understands that relevant information gathered from people surveyed who agree to participate in this initiative will be shared with Miracle Messages, and their volunteers, to support the reunification process and that Simtech Solutions Inc. makes no warranties, implied or expressed, in regards to these optional reunification services.

2.10   This agreement includes the option to include a *Known Location Survey* to enable volunteers and outreach staff to identify areas within the community that contain people experiencing homelessness. By gathering this information before the night of the count, count administrators can use this pre-count data gathering to help inform the placement of count volunteers.

2.11   This agreement includes the option to include a *Disaster Response Survey* to be utilized, upon the provision of written request by the Client to Simtech Solutions, to assist the region in responding to a natural disaster if one were to occur. This survey instrument was developed with the assistance of providers in Texas in the wake of hurricane Harvey.

2.12   This agreement includes the option to include *Spanish Version of Surveys* to be utilized for the Unsheltered and Sheltered Surveys as well as the Observation Tally. It is to be understood that if the Client chooses to include Custom Questions that the Spanish translation of these questions will need to be provided by the Client.

3.0 CONTRACT TERM

3.1   The rights and obligations of both parties pursuant to the within agreement shall commence as of the date of this agreement and shall continue for a period of one (1) year, with the option to renew, at the same pricing quoted in section 4.1, upon mutual agreement.

4.0 RATES, PAYMENT OF SERVICES

4.1   Simtech Solutions Incorporated will perform data management and hosting services as outlined in Section 1.1, and provide professional services as outlined in Section 2.1, in exchange for the

following pricing:

Base Features and Pricing	Price
Mobile App and Support (see sections 1.1 and 2.1)	$ 3750

The Client has the option to include additional functionality and services within this agreement, as described in Sections 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, and 2.10 in exchange for the pricing specified below. Please initial next to the feature(s), if any, that are to be included.

Optional Features and Services	Price	Initials
Custom Questions (see section 2.2)	$ 1500	__TM_
Volunteer Registration Portal (see section 2.3)	$ 1500	_____
Count Area and Team Management (see section 2.4)	$ 1500	_____
Count Vehicles and Makeshift Shelters (see section 2.5)	$ 1500	_____
Separate Count Activity (see section 2.6)	$ 2500	_____
Geographic Sampling and Enumeration (see section 2.7)	$ 5000	_____
Shelter Based Surveys (see section 2.8)	$ 0	_____
Family reunification questions (see section 2.9)	$ 0	_____
Known Location Survey (see section 2.10)	$ 0	_____
Disaster Response Survey (see section 2.11)	$ 0	_____
Spanish Version of Surveys (see section 2.12)	$ 0	

Total Price (base price plus cost for any additional features)	$5,250

4.2 Fifty (50) percent shall be due within thirty (30) days of signing this agreement as a deposit and the remaining fifty (50) percent shall be due within thirty (30) days of the date the Point in Time count is conducted.

4.3 All work that is beyond the scope of this agreement, as defined in Section 2.0, shall be billed at a rate of $150/hour plus any related travel costs (if needed). This includes any onsite support if that is desired. No additional time shall be billed to the Client without prior consent.

4.4 Any travel expenses incurred to provide onsite consulting services requested by the Client shall be reimbursed by the Client. Travel time shall be billed at one-half of the hourly rate.

5.0 CONFIDENTIAL NATURE AND LIMITATION OF USE OF INFORMATION

5.1 Should Client disclose to Simtech Solutions Incorporated or a Consultant of Simtech Solutions Incorporated, or should Simtech Solutions Incorporated or such Consultant learn of Confidential Information, Simtech Solutions Incorporated agrees that neither Simtech Solutions Incorporated nor its Consultant shall, at any time, during or after the period of this Agreement, disclose such information to any company, individual, or other agency or entity, nor use such confidential information for his or her own advantage other than in the performance of this or any subsequent similar agreement with Client.

The client agrees to allow Simtech Solutions and its designee to use unidentified data for research purposes and to help improve our collective understanding of homelessness characteristics and trends.

Simtech Solutions Inc. – *Architects and Developers of the Framework to End Homelessness*

6.0 CLIENT REPRESENTATIVE

6.1 __Melisssa Kopf__ (herein "Technical Lead") shall represent the Client during the performance of this contract with respect to the technical aspects relevant to the implementation of this contract as defined herein. The Technical Lead will also serve as the point person to triage any support requests.

6.2 __Todd Metcalf__ (herein "Authorized Signatory") has the authority, with respect to contracts and agreements that relate to functions and operations within the Client's organization and has the ability to (a) approve and execute such contracts and agreements, and (b) to delegate approval and/or signatory authority to a subordinate officer or manager, with any appropriate dollar-value, timeframe, contract-specific, or other limitations he or she deems appropriate.

7.0 PROVISIONS TO MAINTAIN INDEPENDENT CONTRACTOR STATUS

7.1 Any services rendered hereunder by Simtech Solutions Inc. are to be in a capacity as an independent contractor only and no employment relationship of any kind is intended or to be implied either in fact or at law.

8.0 USE OF WORK PRODUCT

8.1 Except as specifically set forth in writing and signed by both Client and Consultant, Consultant shall have all copyright and patent rights with respect to all code developed in accordance with this Agreement and Client is hereby granted a non-exclusive license to use and employ the work product described in Section 1.0 for the duration of the contract term.

9.0 LIMITED LIABILITY

9.1 Simtech Solutions Inc. warrants to the Client that the material, analysis, data, programs and services to be delivered hereunder will be of good quality and performed by qualified personnel. Simtech Solutions Inc. makes no other warranties, express or implied including without limitation warranty of fitness for a particular purpose or merchantability. In no event shall Simtech Solutions Inc. be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Simtech Solutions Inc. in advance or could have been reasonably foreseen by Simtech Solutions Inc. Deliverables are to be made in good faith to be developed according to the documentation provided for each.

In the event the within limitation of liability is held unenforceable for any reason, then the parties agree that by reason of the difficulty of foreseeing and computing potential damages that the Client shall receive from Simtech Solutions Inc. liquidated damages in the sum of One Hundred and 00/100 ($100.00) Dollars.

Simtech Solutions Inc. – *Architects and Developers of the Framework to End Homelessness*

10.0 NON-SOLICITATION

10.1 For a period of one (1) year after the termination of this Agreement by either party for any reason, Client shall not recruit or solicit, offer employment to, or employ any person who was an employee or independent contractor of Simtech Solutions on or within six (6) months before the termination of the Agreement. Client agrees to pay Simtech Solutions Inc. liquidated damages in the amount of Twenty-Five Thousand Dollars ($25,000) for any such breach.

11.0 ASSIGNMENT

11.1 Either party may assign this Agreement to any affiliate or any purchaser or transferee of all or substantially all of Company's business upon mutual agreement and with at least thirty (30) days' notice. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

12.0 ROLES AND RESPONSIBILITIES

12.1 All data required to facilitate this work will be provided by the Client and Client will obtain all permissions necessary to share this data with Simtech Solutions Inc.

13.0 DISPUTE RESOLUTION

13.1 Both parties agree to send written notice in the event that any disputes arising in connection with this Agreement cannot be resolved within a reasonable time following good faith attempts by the parties. In the event that such failure is not corrected within 10 days from the date of receipt of the written notice from Client the dispute shall be finally settled in accordance with the Commercial Industry Rules of the American Arbitration Association. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by final and binding arbitration pursuant to the procedures, and in such location, as the parties may agree within fifteen (15) days following a request by either party for arbitration. In the event the parties are unable to agree upon the procedure and location within the above time period, the claim shall be submitted to final and binding arbitration in San Diego, California.

This contract shall be governed by the laws of the State of California. IN WITNESS HEREOF, the parties have signed the within Agreement as of the date first above written.

Seller: Simtech Solutions Inc.
Serviceson
Federal Tax ID # 04-350-6208

By: *Matthew D. Simmonds*

Name: Matthew D. Simmonds

Title: President

Date: 01/01/2021

Client: Lake County Behavioral Health as Lead Agency for Lake County Continuum of Care

Name: Todd Metcalf

Title: Director

Date: 12/31/2020

Signature: Todd Metcalf (Dec 31, 2020 17:09 PST)
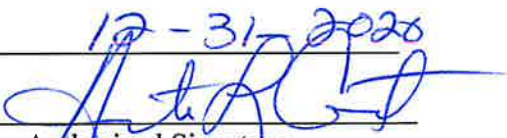
Authorized Signatory

Name: <u>Anita Grant</u>

Title: <u>County Counsel</u>

Date: <u>12 - 31 - 2020</u>

Signature: _____
               Authorized Signatory

Simtech Solutions - Lake Contract 1

Final Audit Report   2021-01-01

Created:	2020-12-31
By:	Scott Abbott (Scott.Abbott@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeO6lQF7YTiq-33oLRBXaWyxg3jL5h7jX

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Agreement completed.
2021-01-01 - 4:03:01 PM GMT