

AGREEMENT FOR SERVICES #6722
AMENDMENT III

This Third 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"), pursuant to Agreement for Services #6722, dated June 28, 2022, First Amendment to Agreement for Services #6722, dated March 13, 2023, and Second Amendment to Agreement for Services #6722, dated June 20, 2023 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update contract provisions of said Agreement, amending **ARTICLE I, Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to update the fee schedule for the term of the Agreement, amending **ARTICLE III, Compensation for Services**, and replacing **Amended Exhibit A**, marked "Fee Schedule," with **Exhibit A.1**, marked "Amended Fee Schedule" incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to update the Indemnity language, amending **ARTICLE XVI, Indemnity**;

WHEREAS, the parties hereto desire to amend the Agreement to correct the numbering of an article added as part of the Second Amendment, dated June 20, 2023, amending **ARTICLE XXXIX, Health Insurance Portability and Accountability Act (HIPAA) Compliance**;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXXIX, Reporting**, to include updated contract provisions and re-add **Article XXXIII, Entire Agreement** which was removed in error;

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

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement #6722 on the following terms and conditions:

1) **ARTICLE I, Scope of Work**, of the Agreement is 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, tools, materials, supplies, and services necessary to perform the services and tasks required under this Agreement, as defined in Exhibit A.1, marked "Amended 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 County Navigation Center as outlined below, including but not limited to low-barrier, housing--focused, person centric case management and operation services for up to 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 homelessness 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.

A. **Operations:** Shelter operations shall include, but not be limited to:

- 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.
- Act as a point of contact for partner agencies day to day needs.
- Act as a point of contact for Good Neighbor Policy.
- Address complaints and grievances by guests, staff, partner agencies and neighbors.
- Complete shelter intake.
- Orient guests on shelter policies, rules, rights, responsibilities, and ensure guests are reoriented on a regular basis.
- Maintain accurate and up-to date records on orientations provided.
- Provide monthly data reports to County and applicable community partners, or more frequently upon request.
- Perform daily safety checks inside and outside facility.
- Control excessive noise or loitering from guests both inside and outside facility.
- Deescalate issue and intervene in disturbances.

B. **Case Management:** Case management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy for options and services to meet individual needs. In this context, case management and supportive services are designed to focus on housing needs and assist the individual to become stably housed. Critical components in the provision of case management services shall include the following:

- Establish procedures for screening guests at program entry and intake for eligibility and connection to services. Resources and tools include but are not limited to:
 - Psycho-Social Assessment
 - El Dorado County Navigation Center Client Housing Assessment
- Set individual service plans with guests based on assessed information and guest-self-determined goals within five (5) working days of guest entering project. Case management based on service plans shall include, but not be limited to:
 - Assess guest income, credit, legal issues and help guests prioritize employment options when appropriate.
 - Provide referrals, warm hand-offs and/ or accompany guests to appointments when necessary.
 - Assists in income stabilization through mainstream resources securing public benefits/entitlement and all viable income sources from employment.
 - Provide resource information and appropriate case planning specific to any guest who has a physical or cognitive impairment.
 - Acts as a source of engagement, information sharing and problem solving for guests.
- Provide storage of guest’s medication and personal supplies and guest access to the items as necessary.
- Supply bus passes and/or assist in the coordination of transportation.
- Provide guests supplemental food/snacks, television, misc. shelter supplies.
- Coordinate with community support partners, and health-care contacts for service planning and case conferencing where appropriate.

C. Case Records:

1. HMIS
 - a. Contractor shall ensure that guests will undergo a guest intake and homelessness verification process, prior to admission to Emergency Shelter Programs, in accordance with Exhibit B “Verification Checklist: Homeless Documentation,” attached hereto and incorporated by reference herein, with completed verification uploaded to HMIS with the corresponding guest data.
 - b. Upon obtaining guest consent for information to be entered into the HMIS, Contractor shall ensure that guest data is entered into the HMIS, within twenty-four (24) hours of, and no more than seventy-two (72) hours after, first serving a guest. If guest consent is not provided, Contractor will provide de-identified data via email to the County’s Contract Administrator at alyson.mcmillan@edcgov.us, within the same timeframe regarding number of guests served, services provided, and exit destination.
 - c. Contractor shall comply with the El Dorado Opportunity Knocks CoC HMIS Policies and Procedures, available at <https://www.edokcoc.org/coc-governance>, including all updates thereto, and incorporated by reference herein.

- d. HMIS Data Quality
 - i. Contractor will ensure that guest data will be collected, aggregated, analyzed and reported in the HMIS system.
 - ii. Contractor shall ensure that HMIS data reporting requirements are met, and information is entered accurately and timely.
2. Maintains case management files on each guest will include:
 - Up to date Psycho-social information;
 - Short- and long-term plans to improve self-sufficiency based on guest self-determined needs;
 - Status on document readiness;
 - Case Notes documenting progress and assistance in removing obstacles to set goals;
 - Accurate and up-to-date income information;
 - Pay stubs;
 - Benefit award letters;
 - Banking and asset information

D. Training:

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

E. Facilities Maintenance and Supplies:

- Stay up-to date and in compliance with all federal, state, and local COVID-19 Protocols including safety protocols and sanitation guidelines with shelter residents, staff, and guests to protect guests and staff from exposure to COVID-19.
- Ensure cleanliness of facility.
- Supply cleaning supplies, linen supplies, laundry, toilet paper, towels, tools, equipment, supplies, Personal Protective Equipment.
- 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.
- Report all building 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.
- Coordinate any scheduled maintenance or repair work.
- Limit maintenance disturbances on shelter guests.
- Respond to any maintenance concerns expressed by shelter staff or County.

F. **Communication:**

- Serve as liaison to county and city contract personnel, and elected officials.
- Participate in developing community relations and maintain positive image of the program.
- Maintain safe relationships with guests, staff and all community service agencies.
- Assist other staff, partners, and Law Enforcement Officers as needed.

G. **Audit Requirements:** The County reserves the right to perform or cause to be performed a financial audit. At the County's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. If a financial audit is required by the County, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Title 24 of the Code of Federal Regulations, Part 85.36. Further:

1. The Contractor shall notify the County of the auditor's name and address immediately after the selection but no more than ninety (90) days following the County request for audit has been made. The contract for the audit shall allow access by the County to the independent auditor's working papers. The Contractor is responsible for the completion of audits and all costs of preparing audits.
2. If there are audit findings, the Contractor must submit a detailed response acceptable to the County for each audit finding within ninety (90) days from the date of the audit finding report.

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 the Article titled, Default, Termination, and Cancellation, herein.

- 2) **ARTICLE III, Compensation for Services**, of the Agreement is 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 invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A.1. All expenses and their distribution among tasks are estimates only. Exhibit A.1 represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of work to be provided in accordance with this budget, Contractor may request updates to Exhibit A.1 to reflect necessary staffing in compliance with Article V, "Changes to Agreement;" or to reallocate the expenses listed herein among the various tasks, subcontractor, and direct expenses identified herein, subject to the Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

For the period beginning June 28, 2022, the effective date of the Agreement and continuing until June 27, 2023, for the services provided herein, the billing rates shall be in accordance with **Exhibit A**, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning June 28, 2023, the effective date of the Second Amendment to the Agreement and continuing through the day before the effective date of this Third Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with **Amended Exhibit A**, marked "Amended Fee Schedule", incorporated herein and made by reference a part hereof.

For the period beginning on the effective date of this Third Amendment to the Agreement, and continuing through the remaining term of the Agreement, for the services provided herein, the billing rates shall be in accordance with **Exhibit A.1**, marked "Amended Fee Schedule", incorporated herein and made by reference of part hereof.

The total amount of the Agreement effective June 28, 2022, through June 27, 2023, shall not exceed \$1,347,963, inclusive of all costs, taxes, and expenses.

The total amount of this Amended Agreement effective upon execution, for the amended period of June 28, 2022, through June 30, 2024, shall not exceed \$2,219,779, 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.

Invoices shall follow the format specified by County and shall reference this Agreement number on their faces.

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

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p><u>CSinvoice@edcgov.us</u> 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 XVI, Indemnity**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVI

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

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

- 4) **ARTICLE XXXIII, Health Insurance Portability and Accountability Act (HIPAA) Compliance** of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXVIII

Health Insurance Portability and Accountability Act (HIPAA) Compliance: As a condition of Contractor performing services for County, Contractor shall execute **Exhibit E**, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

- 5) **ARTICLE XXXIX, Reporting**, is hereby added to read as follows:

ARTICLE XXXIX

Reporting: Upon request from County's Contract Administrator, Contractor shall submit reports specific to this Agreement within forty-five (45) days of County Request.

- 6) **ARTICLE XXXIII, Entire Agreement**, was replaced in error and is hereby re-added to read as follows:

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.

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
Program Manager
Health and Human Services Agency

Dated: 11/07/2023

Requesting Department Head Concurrence:

By: *Olivia Byron-Cooper*
Olivia Byron-Cooper (Nov 7, 2023 09:50 PST)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 11/07/2023

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

-- COUNTY OF EL DORADO --

By: *Michelle Wernin*
Purchasing Agent
Chief Administrative Office
"County"

Dated: 12/05/2023

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

By: *Christie Holderegger*
Christie Holderegger (Nov 30, 2023 13:00 PST)
Christie Holderegger
Chief Executive Officer
"Contractor"

Dated: 11/30/2023

By: *Joel Rusco*
Joel Rusco (Nov 30, 2023 13:01 PST)
Joel Rusco
Chief Financial Officer

Dated: 11/30/2023

Volunteers of America Northern California Northern Nevada, Inc.

Exhibit A.1

Amended Fee Schedule

STAFFING		
POSITIONS	DESCRIPTONS	BUDGET (TERM OF CONTRACT)
Program Director	Oversight of Program Staff and Operations	\$160,000.00
Support Supervisor	Intake/HMIS Coordinator Outreach	\$121,000.00
Case Manager		\$347,000.00
Maintenance	Ensure cleanliness of facility	\$110,000.00
Lead Support	Oversee Support Staff and Staff Schedules, HMIS/Intake	\$241,000.00
Support	2 Staff per shift/3 shifts per 24 hours/7 days week	\$737,000.00
TOTAL SALARIES		\$1,716,000.00
Other Costs		
Staff Training	CPR, Trauma Informed Care, De-escalation, & Motivational Interviewing Training	\$4,000.00
Professional Fees	Electronic Record Keeping	\$10,000.00
Program Supplies	Medication, personal supplies	\$8,000.00
Client Assistance	Bus Passes/Transportation	\$7,000.00
Incidentals	Client supplemental food/snacks, television, misc shelter supplies	\$20,000.00
Cleaning, linen & laundry	Cleaning supplies, linen supplies, laundry, toilet paper, towels, etc .	\$65,065.00
Equipment Expense & Furnishings	Mattresses - (60@ \$200, 1st Year= \$12,000) Tables, Chairs, Desks Benches (\$20,000 First Year)	\$40,000.00
Mileage & Travel	Mileage reimbursement	\$7,000.00
Utilities/Disposal		\$6,000.00
Facilities	Tools, equipment, supplies, PPE gear	\$8,000.00
General Office	Paper, office supplies, (Start Up 7 Computers, 2 Printers= \$7,650)	\$12,175.00
Telephone	Telephone & Internet, Telephone Equipment (Start up \$6,000)	\$14,000.00
Insurance	Vehicle & General liability, Property Insurance	\$7,000.00
Equipment Maint & Rental Travel	Copy Machine	\$5,000.00
Food & lodging Administrative Expense	Staff meetings	\$1,000.00
OTHER SUPPORT COSTS		\$214,240.00
Direct Program Expenses		\$1,930,240.00
Admin Allocation (15%)		\$289,539.00
TOTAL EXPENSES		\$2,219,779.00