

AMENDMENT TO AGREEMENT NO. DHA-CS-ELD-01-10/A1

COUNTY OF SACRAMENTO

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2010, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", through the COUNTY agent known as the SACRAMENTO COUNTY DEPARTMENT OF HUMAN ASSISTANCE, hereinafter referred to as "DEPARTMENT" and COUNTY OF EL DORADO, HEALTH SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, COUNTY and CONTRACTOR previously entered into an agreement on January 1, 2010, to provide services to homeless persons with HIV/AIDS, hereinafter "Agreement"; and

WHEREAS, COUNTY and CONTRACTOR desire to formally amend said Agreement Scope to include mental health services and the Budget, to include an additional funding in the amount of \$4,549 for a new total contract amount of \$49,157, and to correct Exhibit "D" to include Section IX, Homeless Management Information System, and to exercise the power to terminate, with or without cause, the contract when necessary, and when appropriate and necessary, to exercise the power to assign the contract, and

WHEREAS, DIRECTOR of DEPARTMENT is authorized to enter into this Amendment on behalf of COUNTY by Resolution No. 2010-0634.

NOW, THEREFORE, the Agreement is amended as follows:

I. SCOPE OF SERVICES

The Scope of Services is amended to include those services specified in the attached Exhibit "A-1" to this Amendment and is made part of the Agreement.

II. CONTRACT REIMBURSEMENT

Exhibit "C" attached to the Agreement is hereby amended as reflected by Exhibit "C-1" to this Amendment and is made part of the Agreement.

III. REAFFIRMATION

In all other respects, the above referenced Agreement, as amended, remains in full force and effect.

IV. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments hereto, constitute the entire understanding between the COUNTY and CONTRACTOR concerning the subject matter contained herein.

V. EFFECTIVE DATE

The Amendment shall be deemed effective as of the date first mentioned above.

AMENDMENT TO AGREEMENT NO. DHA-CS-ELD-01-10/A1

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement as of the day and year first written above.

COUNTY OF SACRAMENTO
a political Subdivision of the State of California

COUNTY OF EL DORADO,
HEALTH SERVICES DEPARTMENT
DIVISION OF PUBLIC HEALTH
A political subdivision of the State of California

By _____
Paul G. Lake, Interim, Director
Department of Human Assistance
County Code 2.61.012(h) for 2.61.100(a) contracts

By _____
County of El Dorado, Board of Supervisors

Date _____

Title Chairperson

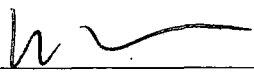
Date _____

"COUNTY"

94-6000511
Employer Tax Identification Number

"CONTRACTOR"

CONTRACT AND CONTRACTOR TAX STATUS REVIEWED AND APPROVED BY COUNTY COUNSEL

By 

Date 10/8/10

**EXHIBIT "A-1" to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
HEALTH SERVICES DEPARTMENT-PUBLIC HEALTH DIVISION
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

I. LOCATION

County of El Dorado	Sierra Foothills AIDS Foundation
Health Services Department –	12183 Locksley Lane, Suite 205
Public Health Division	Auburn, CA 95602
931 Spring Street	
Placerville, California 95667	

All administrative and program site address changes must be reported in writing to both the Contracts Unit Manager at 2433 Marconi Avenue, Sacramento, CA 95821, and the Homeless Program Manager at 1590 North A Street, Sacramento, CA 95811, at least 90-days prior to the change.

II. PROGRAM OPERATOR

The program shall be known as the HOPWA Short-Term Rent, Mortgage, and Utility (STRMU) Program and shall be operated by County of El Dorado, Public Health Department (CONTRACTOR).

III. STAFFING

This Agreement is for housing assistance and mental health services only. Although this Agreement does not provide funds for case management CONTRACTOR shall assure that eligible clients do receive case management services per Section 574.330(e).

IV. DESCRIPTION OF SERVICES

- A. CONTRACTOR shall provide short-term rent, mortgage and utility payment assistance to sixty-two (62) unduplicated eligible participants and their families utilizing U.S. Department of Housing and Urban Development (HUD) Housing Opportunities for Persons with AIDS (HOPWA) funds.
- B. CONTRACTOR shall verify tenancy and the household's short-term housing needs; verify low-income status; and verify HIV/AIDS. Verification shall be evident in CONTRACTOR's files for STRMU eligible participants. STRMU funds can only be used to assist eligible participants currently in housing as an intervention to prevent homelessness and cannot be used to assist participants who are currently homeless.
- C. CONTRACTOR shall establish an Individual Housing Service Plan (ISP) for each household through and intake interview and written assessment of need; and provide access to other permanent housing options for HOPWA eligible persons and their families. The ISP shall include efforts to restore self-sufficiency and future independence from the need for housing support and coordinate related housing efforts to assess the housing needs.
- D. CONTRACTOR shall provide each assisted participant with an opportunity, if eligible to receive case management services through the appropriate social services agencies, per Section 574.330(e).

Such case management shall include, but not be limited to:

1. Health, mental health, assessment,
2. Drug and alcohol abuse treatment and counseling,
3. Day care,
4. Personal assistance,
5. Nutritional services,
6. Intensive care when required; and
7. Assistance in gaining access to local, State and Federal government benefits and services, except that health services may only be provided to participants with AIDS and AIDS-related diseases and not to family members of these participants.

V. STANDARDS FOR STRMU PAYMENTS

A. For households experiencing a financial crisis resulting from issues arising from HIV/AIDS. Eligible activities to prevent homelessness are:

1. Rent payments for households with a lease, or legal document showing participant's tenancy or residency.
2. Mortgage payment (but not down-payment support for new units)
3. Payment for taxes or insurance, fees or other building operation cost only if the cost are part of monthly mortgage payments, or part of terms of the mortgage.
4. Utility payments (gas, electric, water and sewer, but not firewood)

B. Confidentiality of Eligible Participant Information.

The provision of HOPWA funding involves information on the HIV/AIDS status of participants for the purpose of determining eligibility for program support. Such information is subject to confidentiality requirements, as mandated by Section 856 of the AIDS Housing Opportunity Act. CONTRACTOR must ensure that information is used for the limited purpose of establishing program eligibility. HIV/AIDS status, along with related participant eligibility documentation, should only be accessible by qualified participants who determine eligibility or provide support, or who oversee the provision of this federal assistance. CONTRACTOR must have written procedures and training efforts in place to maintain confidentiality. Precautions may include, but are not limited to, maintaining paper files in locked cabinets accessible only by designated individuals, and installing security software for electronic files.

CONTRACTOR shall conduct periodic monitoring of confidentiality procedures and undertake related training efforts. To protect participant confidentiality, questions should only be asked and recorded when a program or project has adequate confidentiality protections in place. However, such actions shall not limit the collection of non-personal data necessary to demonstrate sound management of program resources, such as aggregated non-identifying information collected for program performance reports, or controlled access by an authorized governmental official to adequately conduct a program management or financial audit.

Failure to comply with this section shall be considered a default of contract responsibilities, which, after notice, may give rise to suspension and/or loss of contract funds, as well as other potential actions or liability.

C. Connection to Permanent Housing.

As a short-term intervention tool, STRMU assistance is not intended to provide continuous or perpetual assistance. Other types of HOPWA assistance, such as rental assistance, residency in community residences or other housing facilities and, or assistance with access to other housing programs should be employed when participant assessments indicate that little or no improvement

of the “conditions” that caused this financial burden are likely during or after the 21-week benefit period. (See Section VI. below)

D. Eligibility for STRMU

1. To receive STRMU assistance, the participant must be “a person with acquired immunodeficiency syndrome (AIDS) or related diseases who is a low income individual, and the person’s family. A participant or a participant and his family shall be considered a household for purposes of data collection. STRMU is to provide short-term interventions to help maintain stable living environment for households experiencing a financial crisis as a result of issues arising from HIV/AIDS condition. CONTRACTOR must maintain documentation that the assisted person is HIV positive or has a diagnosis of AIDS, as determined by a health professional competent to make such a determination. Documentation must also confirm that the eligible person and his family are low income, as measured as 80 percent of area median income, and provide for periodic updating of income information. Documentation providing evidence of eligibility for STRMU must be maintained on the premises of the Programs Sponsor’s primary office that provides STRMU assistance.

2. Current Resident

To receive STRMU assistance the participant must be a current resident, already in a housing situation, and not homeless. There must be evidence of participant’s tenancy or ownership and residency. For rental payments there must be a valid lease. For mortgage payment, the eligible person must be the resident owner of mortgaged real property. For utility assistance, the eligible person must have an account in his name with a utility company or proof of responsibility to make utility payments, such as cancelled checks, or receipts in their name from a utility company. Other utility needs may be authorized by written request of CONTRACTOR to the DHA HOPWA Program Planner to HUD.

3. Risks of Homelessness

HOPWA is a “needs-based” program; therefore participants must demonstrate the level of benefits needed through verifiable documentation. CONTRACTOR shall verify and document the participant’s inability to make required payments. CONTRACTOR shall assess that the household’s needs are for actual costs; that other resources, such as household income, are not reasonably available to address the unmet housing need; that the STRMU payment will alleviate the payment delinquency so as to avoid the eviction and result in, at least temporary stability for that household; and that the household’s on-going housing needs were assessed or will be assessed in connection with the development of an individual housing service plan for the household. STRMU payments cannot be made to an eligible person and their family for the same period of time or housing costs if assistance is also being provided for those costs and period of time through HOPWA or another federal, state or local housing subsidy program.

E. Payment Limitations

The average expenditure of short-term HOPWA funds per eligible participant is \$669 (calculated by the amount available divided by the number of participants to be served). Short-term HOPWA funds may only be used to provide short-term interventions that help maintain stable living environments for households who are experiencing a financial crisis as a result of issues arising from their HIV/AIDS condition. Payments are limited to 21 weeks in any 52-week period. (See section VI. below).

F. Suitable Housing Units

CONTRACTOR shall assess whether the housing is safe, decent and sanitary as part of their required on-going assessment of the housing assistance provided through STRMU. A Housing

quality standard inspection is not required initially for the use of the time-limited STRMU payments, if needed to prevent the homelessness of the household and the unit is safe and decent. However, it is strongly recommended that continued occupancy of any HOPWA-supported housing be shown to meet HUD's habitability standards found at 24 CFR 574.310(b)(2), and that any observed deficiencies noted in an individual housing service plan are addressed appropriately, consistent at a minimum with state and local standards.

VI. ELIGIBLE STRMU PERIOD AND STANDARD METHOD TO TRACK

Beneficiaries should be prompted to make at least a partial payment for their housing costs. Assistance may not be provided for costs accruing over a period of more than 21 weeks in any 52-week period. CONTRACTOR shall examine the period of time covered by rental, mortgage and utility bills to assure that payments are not made in excess of amounts incurring over 21 weeks, and shall document it in the participant's file. Short-term support should be connected to helping households with more long-term needs with other forms of support. All STRMU costs may be equated to the actual calendar days of assistance provided.

The COUNTY has chosen to use "Rounding a month to four weeks" as the tracking method for all STRMU contractors for this jurisdiction. CONTRACTOR shall use this method consistently for all of its participants. This method rounds each month to four weeks, allowing for up to 21 weeks in the benefits period. Rental and mortgage costs generally cover a calendar month period consisting of slightly more than four full weeks. This method allows for 5 months and one week of assistance as the limit, regardless of the number of days in those months. Example: A rental period of Jun 1 through June 30 is rounded down to 4 weeks. If payment was made for 75% of a month's rent it would be tracked as 3 weeks; 50% of a month's rent would be tracked as 2 weeks, and 25% of a month's rent would be tracked as 1 week.

Monthly utility service periods generally do not coincide with rent or mortgage periods, rather they likely span parts of 2 calendar months. When assisting only the utility costs, the monthly assistance period is rounded down to 4 weeks of STRMU support. Example: A utility period of May 7 through June 6 is rounded down to 4 weeks. If payment was made for 75% of a utility bill it would be tracked as 3 weeks; 50% of a utility bill would be tracked as 2 weeks, and 25% of a utility bill would be tracked as 1 week.

If both a housing bill and utility bill are paid to address the household's STRMU need, but the dates of service do not coincide, the benefit period would be calculated as follows: Count this overall assistance as one month (4 weeks) if at least 14 days of the utility period coincide with the rent/mortgage period. In situations where less than 14 days coincide, the remaining portion of the utility period will be attributed to the next month for tracking purposes. Example #1: A rental period of May 1-31 is rounded down to 4 weeks. The utility period of May 7 through June 6 results in 25 days coinciding with the rental period; therefore, a total of 4 weeks is counted in May for the payment of both rent and utilities. Example #2: If the utility bill had coincided with the May rental period for less than 14 days (e.g., May 20-June 19, equaling 12 days rounded up to 2 weeks in May), part of this assistance (19 days) would be attributed to June, as 3 additional weeks of assistance added to the 4 weeks attributed to May for rent assistance.

VII. HUD HOPWA STRMU OBJECTIVE AND OUTCOME

CONTRACTOR shall provide short-term rent, mortgage and utility payment assistance with these objectives and outcomes.

- A. Objective = Decent and affordable housing
CONTRACTOR shall provide STRMU to 62 participants to address immediate housing needs and provide support to prevent or reduce the pressing risks of homelessness for recipients.
- B. Outcome = Sustainability
CONTRACTOR shall create an Individual Service Plan for each eligible participant identifying the goals to sustain housing by reducing the risks of homelessness and improving access to health

care and other support through other public and private resources in order to assist recipients in maintaining current housing.

VIII. MENTAL HEALTH SERVICES

CONTRACTOR shall offer facilitated Mental Health focused group counseling, bi-monthly for 20 – 30 clients. CONTRACTOR may use either CARES trained facilitators or CONTRACTOR's Licensed Clinical Social Worker to facilitate the groups.

IX. COOPERATION

CONTRACTOR shall coordinate with other service providers who are providing support services and/or lodging for the homeless population and with agencies necessary to carry out its services in the most efficient manner possible and to enable referrals to appropriate agencies/programs.

X. RECORD-KEEPING AND REPORTING

A. Under the terms of this agreement and upon return of this signed contract for execution, CONTRACTOR is required to provide the COUNTY a current list of the CONTRACTOR's Board of Directors. No invoice payments will be made under this agreement until the list of CONTRACTOR's Board of Directors is received by the COUNTY. CONTRACTOR shall ensure that the list provided is accurate and up-to-date and shall advise COUNTY of any changes to the Board of Director's membership.

B. CONTRACTOR shall:

1. Prepare and maintain confidential case files on each participant served, which will include all verifications for eligibility, intake documents, and calculations of rental assistance which includes the rounding method used as described above in Section VI.
2. Keep records of dates and referrals to other services needed by participant, expected outcomes, and follow-up with participant to establish results of referral.
3. Maintain records indicating case management service, Individual Housing Services Plan, and all other services required under this Agreement as detailed above in Section IV.

C. CONTRACTOR's records will be made available upon request for inspection by the COUNTY.

D. CONTRACTOR shall e-mail the Electronic Claim Form (ECF) to DHA-Contracts@saccounty.net by the fifteenth of each month. CONTRACTOR shall provide COUNTY with a list of the participants served (using a unique identifier), and the amount and type of assistance provided to each participant. The list shall be sent along with a hardcopy of the claim to:

Department of Human Assistance
Attention: Contract Analyst
2433 Marconi Avenue
Sacramento, CA 95821

E. CONTRACTOR shall e-mail the New HOPWA Monthly Report, which covers the data needed for reporting within HUD requirements to the HOPWA Program Planner in the DHA Homeless Programs Division.

F. CONTRACTOR shall comply with the Homeless Management Information System (HMIS) reporting requirements outlined in Exhibit "D", Section IX.

G. CONTRACTOR must provide leveraging information, including, but not limited to, other monetary funds or in-kind donations that CONTRACTOR receives over and above HOPWA funding.

EXHIBIT "A-1"

H. Monthly reporting forms and requirements are subject to change. COUNTY shall notify CONTRACTOR if the ATTACHMENTS to this Exhibit change.

I. If CONTRACTOR has any questions regarding reporting, CONTRACTOR may contact the DHA Homeless Program Planner in the DHA Homeless Programs Division.

XI. INCIDENT REPORTS

CONTRACTOR staff shall provide COUNTY with Incident Reports as indicated using the attached "Providers Incident Report" form (ATTACHMENT "I").

XII. EVALUATION

COUNTY may at any time, evaluate this program. Adequate notice shall be given to CONTRACTOR of such action, and CONTRACTOR shall be given the opportunity to participate in the evaluation process and to respond.

XIII. ATTACHMENTS

Attachments to this Agreement include the following:

Attachment I – County of Sacramento, Homeless Programs, New HOPWA Monthly Report

Attachment II – County of Sacramento, Homeless Programs, Incident Report

Attachment III – HOPWA Regulations

Attachment IV – County Homeless and Disability Documentation

**EXHIBIT "C-1" to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
HEALTH SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The Maximum Total Payment Amount under this Agreement is: \$49,157

II. PAYMENTS TO CONTRACTOR

CONTRACTOR shall be paid on a cost reimbursement basis in accordance with the Budget. Reimbursement in any calendar month shall not exceed a maximum of one twelfth (1/12) of the total maximum compensation until the date upon which the final budget for the COUNTY is approved.

COUNTY will only provide reimbursement for actual costs as detailed on the Electronic Claim Form (ECF). Failure to comply with the following requirement is grounds for COUNTY to deny reimbursement until such non-compliance has been corrected.

- Personnel costs are to be based on actual time and activity reports, and only for work tied directly to this program.
- A cost allocation plan must be pre-approved for any indirect or overhead costs.
- All costs should be reconciled to the general ledger on a monthly basis.
- Receipts, timesheets and other documentation of the above cost are to be maintained and available for review by COUNTY for up to four years after the end of the contract period.
- Capacity or occupancy requirements must be met as outlined in Exhibit "A".
- Repayment schedule as outlined in the contract monitoring report must be kept.
- Monthly reports, insurance verification, updated agency Board member information, HUD Annual Progress Report (APR) and agency's annual audit report must all be submitted on schedule.

III. BUDGET

The Budget for this Agreement is outlined on the following page in the Claim Form and represents CONTRACTOR's projected expenses for the term of this Agreement. This format is to be used by CONTRACTOR for the monthly claim for payment for services provided.

The COUNTY is using an electronic claiming process. CONTRACTOR is required to have the person submitting the claim attend a mandatory training on how to use the new claiming process. CONTRACTOR is required to use the electronic claiming process to submit all claims.

CONTRACTOR shall e-mail the Electronic Claim Form (ECF) to DHA-Contracts@saccounty.net by the fifteenth of each month.

CONTRACTOR shall provide COUNTY with a list of the participants served (using a unique identifier), and the amount and type of assistance provided to each participant. The list shall be sent along with a hardcopy of the claim to:

Department of Human Assistance
Attention: Contract Analyst
2433 Marconi Avenue
Sacramento, CA 95821

Line item transfers between budget categories must be approved DHA Management provided such line item transfers do not exceed the total contract amount and do not compromise the intent of the program. CONTRACTOR will be required to use the electronic Budget Revision Request form to make any line item changes to their Budget.

BUDGET

Funding Source: HUD - HOPWA CFDA # 14241

Term of Contract: January 1, 2009 through December 31, 2010

Budget Items	Annual Allocated Budget
Short Term Emergency Housing Assistance	41,486
Mental Health Services	4,549
Administration	3,122
Total Expenses	\$49,157

**EXHIBIT "D" to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
HEALTH SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION
hereinafter referred to as "CONTRACTOR"**

ADDITIONAL PROVISIONS

I. MONITORING

- A. COUNTY shall monitor the Program and the adequacy of CONTRACTOR's performance in the manner which COUNTY deems most effective. CONTRACTOR shall cooperate with COUNTY in such monitoring.

- A. CONTRACTOR shall prepare and submit to COUNTY reports in the form and manner prescribed by COUNTY. Such reports may be subject to audit by COUNTY or COUNTY's designated auditors as required by federal regulation or local requirements.

II. GRIEVANCES

CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

III. AMENDMENTS

- A. The Budget attached to this Agreement as Exhibit "C" is subject to revision upon notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within thirty (30) days submit to DIRECTOR a revised Budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

- B. DIRECTOR, or his/her designee, is authorized to execute amendments to increase the amount of the contract provided that the increase does not exceed ten percent (10%) of the maximum amount of the original contract, or \$20,000, which ever is less, and funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year. Subject to the above ten percent (10%)/\$20,000 maximum, amendments may include changes to any or all of the elements set forth in Exhibit "C"

IV. CONFIDENTIALITY

CONTRACTOR agrees to comply and require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the SDSS Manual of Policies and Procedures, to assure that:

- A. All applications and records concerning an individual made in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services or for services provided under this contract for which grants-in-aid are received by this State from the Federal government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.

- B. No person will publish or disclose, or use, or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant. CONTRACTOR agrees to inform all of

its employees, agents, subcontractors and partners of the above provision and that a knowing and intentional violation of the provisions of said State law is a misdemeanor.

V. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. COUNTY shall inventory tag all equipment and shall conduct or require CONTRACTOR to conduct an annual physical inventory of the equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver the equipment to COUNTY upon termination of this Agreement, unless COUNTY instructs otherwise or this Agreement is renewed or extended.

VI. QUALITY ASSURANCE AND PROGRAM REVIEW

A. Client Records

CONTRACTOR shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, and records of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records must comply with all appropriate state, federal, and county record maintenance requirements.

B. Review and Inspection

CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement.

At reasonable times during normal business hours, COUNTY or DIRECTOR, and/or their appropriate audit agency or designee shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. CONTRACTOR shall furnish DIRECTOR with such information as he/she may require to evaluate fiscal and program effectiveness of the services being rendered.

VII. OPERATION AND ADMINISTRATION

A. CONTRACTOR agrees to furnish at no additional expense to COUNTY all space facilities, equipment and supplies necessary for CONTRACTOR's proper operation and maintenance and performance of services hereunder.

A. The Board of Directors of CONTRACTOR shall operate according to the provisions of its Articles of Incorporation and Bylaws. Current copies of said documents and any amendments shall be delivered to COUNTY upon request of DIRECTOR.

B. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information which are material to the performance of this Agreement.

VIII. SUB-RECIPIENTS OF FEDERAL ASSISTANCE

Every sub-recipient of federal assistance funds must comply with the audit requirements of Exhibit "E" attached hereto and incorporated herein. CONTRACTOR must adhere to Supportive Housing Regulations and the following OMB's that apply to Non-Profit Organizations: A-110 Administration Requirements and A-122 Cost Principles.

IX. HOMELESS MANAGEMENT INFORMATION SYSTEM

- A. The use of a Homeless Management Information System (HMIS) is required by the U.S. Department of Housing and Urban Development (www.hud.gov/offices/cpd/homeless/hmis/index.cfm). The COUNTY has selected a HMIS for use in Sacramento County and provides it to CONTRACTOR. CONTRACTOR shall use the HMIS to collect required data on the individuals served through this AGREEMENT.
- B. CONTRACTOR will input those data items designated by the COUNTY as being required. This list may change from time to time, depending upon HUD requirements, requirements of the COUNTY, and the requirements of other funding agencies. CONTRACTOR will work with designated COUNTY staff to assure that the data input is in accordance with the requirements of the system and the funding sources. CONTRACTOR will input the data in a timely manner, with all data input for a calendar month being completed by the tenth of the following month.
- C. All data is to be kept confidential. Each and every employee or agent of CONTRACTOR who has access to HMIS must complete and sign a Statement of Confidentiality, and CONTRACTOR will keep the original statements on file for five years after employment ceases.
- D. Computer equipment and software, if provided by COUNTY, remain the property of COUNTY, and will be returned to COUNTY when the Agreement expires or the equipment or software is no longer functional or being used in connection with this Agreement, whichever occurs first. Maintenance of the equipment is the responsibility of CONTRACTOR. COUNTY will provide an operating system and the HMIS program; any other software is the responsibility of CONTRACTOR.

**EXHIBIT "D-1" to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
HEALTH SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION
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- B. DIRECTOR, or his/her designee, is authorized to execute amendments to increase the amount of the contract provided that the increase does not exceed ten percent (10%) of the maximum amount of the original contract, or \$20,000, which ever is less, and funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year. Subject to the above ten percent (10%)/\$20,000 maximum, amendments may include changes to any or all of the elements set forth in Exhibit "C"

IV. CONFIDENTIALITY

CONTRACTOR agrees to comply and require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19-000 of the SDSS Manual of Policies and Procedures, to assure that:

- A. All applications and records concerning an individual made in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services or for services provided under this contract for which grants-in-aid are received by this State from the Federal government shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social services.

- B. No person will publish or disclose, or use, or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant. CONTRACTOR agrees to inform all of

its employees, agents, subcontractors and partners of the above provision and that a knowing and intentional violation of the provisions of said State law is a misdemeanor.

V. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. COUNTY shall inventory tag all equipment and shall conduct or require CONTRACTOR to conduct an annual physical inventory of the equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver the equipment to COUNTY upon termination of this Agreement, unless COUNTY instructs otherwise or this Agreement is renewed or extended.

VI. QUALITY ASSURANCE AND PROGRAM REVIEW

A. Client Records

CONTRACTOR shall maintain adequate client records on each individual client, if applicable, which shall include face-to-face service plans, records of client interviews, case notes, and records of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Such records must comply with all appropriate state, federal, and county record maintenance requirements.

B. Review and Inspection

CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR's premises for the purpose of making periodic inspections to evaluate the effectiveness of the services rendered pursuant to this Agreement.

At reasonable times during normal business hours, COUNTY or DIRECTOR, and/or their appropriate audit agency or designee shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. CONTRACTOR shall furnish DIRECTOR with such information as he/she may require to evaluate fiscal and program effectiveness of the services being rendered.

VII. OPERATION AND ADMINISTRATION

A. CONTRACTOR agrees to furnish at no additional expense to COUNTY all space facilities, equipment and supplies necessary for CONTRACTOR's proper operation and maintenance and performance of services hereunder.

A. The Board of Directors of CONTRACTOR shall operate according to the provisions of its Articles of Incorporation and Bylaws. Current copies of said documents and any amendments shall be delivered to COUNTY upon request of DIRECTOR.

B. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes and public information which are material to the performance of this Agreement.

VIII. SUB-RECIPIENTS OF FEDERAL ASSISTANCE

Every sub-recipient of federal assistance funds must comply with the audit requirements of Exhibit "E" attached hereto and incorporated herein. CONTRACTOR must adhere to Supportive Housing Regulations and the following OMB's that apply to Non-Profit Organizations: A-110 Administration Requirements and A-122 Cost Principles.

IX. HOMELESS MANAGEMENT INFORMATION SYSTEM

- A. The use of a Homeless Management Information System (HMIS) is required by the U.S. Department of Housing and Urban Development (www.hud.gov/offices/cpd/homeless/hmis/index.cfm). The COUNTY has selected a HMIS for use in Sacramento County and provides it to CONTRACTOR. CONTRACTOR shall use the HMIS to collect required data on the individuals served through this AGREEMENT.
- B. CONTRACTOR will input those data items designated by the COUNTY as being required. This list may change from time to time, depending upon HUD requirements, requirements of the COUNTY, and the requirements of other funding agencies. CONTRACTOR will work with designated COUNTY staff to assure that the data input is in accordance with the requirements of the system and the funding sources. CONTRACTOR will input the data in a timely manner, with all data input for a calendar month being completed by the tenth of the following month.
- C. All data is to be kept confidential. Each and every employee or agent of CONTRACTOR who has access to HMIS must complete and sign a Statement of Confidentiality, and CONTRACTOR will keep the original statements on file for five years after employment ceases.
- D. Computer equipment and software, if provided by COUNTY, remain the property of COUNTY, and will be returned to COUNTY when the Agreement expires or the equipment or software is no longer functional or being used in connection with this Agreement, whichever occurs first. Maintenance of the equipment is the responsibility of CONTRACTOR. COUNTY will provide an operating system and the HMIS program; any other software is the responsibility of CONTRACTOR.