

AGREEMENT FOR SERVICES #4533
AMENDMENT I

This Amendment I to that Agreement for Services #4553, 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 Tahoe Coalition for the Homeless, Inc., a nonprofit entity duly qualified to conduct business in the State of California, whose principal place of business is 1120 3rd Street South Lake Tahoe, CA, 96150 (Mailing address: P.O. Box 13514, South Lake Tahoe, CA 96151); (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide outreach and engagement Services, in accordance with Agreement for Services #4553, dated July 21, 2020, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term through June 30, 2022 of said Agreement, hereby amending **Article II Term** for one (1) additional year; and

WHEREAS, the parties hereto have mutually agreed to amend Article III, Section C. Staff Rates of said Agreement, hereby amending **Article III Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend update the Fiscal Year 2021/2022 amounts, hereby amending **Article IV Maximum Obligation** to increase the total not to exceed amount and update the Budget Summary table with Fiscal Year 2021/2022 amounts, and amending **Article V Federal Funding Notification** to update Uniform Grant Guidance Required Information table with Fiscal Year 2021/2022 amounts; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I Scope of Services; 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; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective on July 1, 2021, upon final execution of this Amendment I to Agreement #4553.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #4553 shall be amended a first time as follows:

Articles II, III, IV, and V are amended in their entirety to read as follows:

ARTICLE II

Term: This Agreement became effective July 21, 2020 and shall expire June 30, 2022, unless terminated earlier pursuant to the provisions contained herein this Agreement under Article titled, “Default, Termination, and Cancellation,” or Article titled, “Fiscal Considerations.”

Based on performance and availability of subsequent funding awards, Contractor may earn up to two (2) extensions of one (1) year each with the same terms/conditions contemplated in Article I – Scope of Services, or as amended, not to exceed the end date of the June 30, 2023.

To earn each extension, Contractor must meet the minimum requirements of this Agreement during the previous term. Following review and approval of performance, the Contract Administrator shall submit an annual request to the HHS Director justifying each one-year extension. Upon approval by HHS Director, vendor will be notified of the extension in writing, in accordance with Article XIII “Notice to Parties.”

Initial term dates	07/21/2020	06/30/2021
1 st year extension dates	07/01/2021	06/30/2022
2 nd year extension dates	07/01/2022	06/30/2023

ARTICLE III

Compensation for Services:

- A. Contractor shall submit monthly invoices no later than fifteen (15) days following the end of a “service month” except in those instances where Contractor obtains written approval from HHS Director or Director’s designee granting an extension of time to complete billing for services and expenses. For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with Article I, “Scope of Services.” Each invoice shall be accompanied by supporting documentation to substantiate all costs identified on the monthly invoice.
- B. Reimbursable Expenses: In addition to the services specifically addressed in Article I, “Scope of Services,” reimbursable expenses may also include reimbursable travel, which shall be in accordance with the County of El Dorado, California, Board of Supervisors Travel Policy (D-1), or as may be amended or replaced hereafter, and which may be found in the Board of Supervisors Policy Manual at <https://www.edcgov.us/Government/BOS/Policies/Documents/D-1%20Travel%20Policy%20Amended%20-%2010-22-19.pdf>.

Client meal reimbursement for clients transported from the South Lake Tahoe Basin to the Western Slope: Contractor may submit original receipts for client meal reimbursements when the Client is transported from the South Lake Tahoe Basin to the Western Slope as a component of providing services under the terms of this Agreement, including but not limited to, going to the Social Security Office from South Lake Tahoe for benefits. Contractor’s invoice shall include the original receipt and a justification/description of the expense.

Reimbursable Expenses may also include items as listed on the Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Mental Health Services (CMHS) Projects for Assistance in Transition from Homelessness (PATH) Federal Grant program, Enclosure 8 per fiscal year. Such as consultant expenses, housing expenses, printing/marketing expenses, other travel expenses, training expenses, and direct administrative costs.

Original receipts, invoices, or other proof of payment must be submitted with any monthly invoice that includes a claim for Reimbursable Expenses.

- C. Budget: Contractor's budget is as approved by the State of California, Department of Health Care Services. If it becomes necessary to shift not-to-exceed allocations between categories, Behavioral Health will submit a revision request to the State. Upon the State's approval of the revision, Behavioral Health will communicate in writing, to Contractor the approved revisions. No amendment of this contract shall be necessary to shift allocations. No amendment of this contract shall be necessary to adjust line item allocations within the Federal Budget Summary exhibit.
- D. Reimbursable Expenses: Reimbursable expenses shall not exceed \$18,098 for Fiscal Year 2020/2021 and \$13,764 for Fiscal Year 2021/2022, unless a change to the amount for reimbursable expenses is authorized by the State through the budget revision process defined herein above under this section C., in which case the maximum reimbursable expenses shall coincide with the PATH budget approved by the State.
- E. Staff Rates: Staff rates per fiscal year shall be as follows:

Fiscal Year 2020-2021	
Category	Hourly Rate
Director of Operations	\$35.00/hour
Navigation Specialist	\$29.00/hour
Site Host Outreach	\$18.00/hour
Service Coordinator	\$20.00/hour
Site Host Intakes	\$16.00/hour

Staff expenses shall not exceed \$29,200 for Fiscal Year 2020/2021; and

Fiscal Year 2021-2022		
Category	Hourly Rate	Additional Fringe Benefits, not to exceed Non-Federal Match amount
Navigation Team Lead	\$30.00/hour	\$2,333.00
Navigation Specialist II	\$22.00/hour	\$4,333.00
Navigation Specialist I	\$20.00/hour	\$1,716.00

Staff expenses shall not exceed \$33,531 for Fiscal Year 2021/2022.

- F. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with Exhibit A, attached hereto, and incorporated by reference herein. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. 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:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
BHinvoice@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.

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices or services fifteen (15) days following the end of a “service month.” For billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with Article I, “Scope of Services.” For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

- **Supplemental Invoices:** For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered and a detailed explanation why the invoice was not submitted in the approved timeframe.

- **Supplemental Invoice Process:** For those situations where a service is disallowed by HHSA on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period **July 1st through June 30th** for each year of this Agreement and received by HHSA after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to this process must be submitted in writing and must be approved by HHSA's Chief Fiscal Officer.

In no event shall County be obligated to pay contractor for any amount in excess of the not-to-exceed amount or maximum obligation.

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$47,298 for Fiscal Year 2020/2021 and \$47,295 for Fiscal Year 2021/2022, a combined total of \$94,593, for all stated services during the term of this Agreement.

Budget Summary

Fiscal Year	2020/2021	2021/2022	2022/2023
PATH Grant funds	\$35,473	\$35,471	TBD
Other funds (Match)	\$11,825	\$11,824	TBD
Maximum Obligation	47,298	\$47,295	TBD
Reimbursable expenses shall not exceed:	\$18,098	\$13,764	TBD
Staff expenses shall not exceed:	\$29,200	\$33,531	TBD

ARTICLE V

Federal Funding Notification:

- A. DUNS Number, and System for Award Management: As a government agency responsible for the administration of federal funding, County has an obligation under Title 12, Subtitle A, Chapter 1 Part 180 of the Code of Federal Regulations to ensure those contractors receiving federal funds are not debarred or suspended. Therefore, Contractor is required to obtain and maintain an active DUNS number, as well as an active registration in the System Award Management (SAM.gov). Noncompliance with these two requirements shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under Article XIV, "Default, Termination, and Cancellation," or Article XII, "Fiscal Considerations."
1. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
 2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portai/SAM/#1>

3. If County cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, 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 Health Care Services that may apply to this contract:

Uniform Grant Guidance Required Information			
1. Contractors Name: County El Dorado	Sub Contractor's Name: Tahoe Coalition for the Homeless		
2. Contractor's DUNS Number: 040558433	Sub Contractor's DUNS Number: 015257048		
3. Federal Awarding Agency:	Substance Abuse and Mental Health Services Administration (SAMHSA) Homeless Programs Branch, Center for Mental Health Services 5600 Fishers Lane, 14N34D Rockville, Maryland 20857		
4. Pass-through State Agency:	California Department of Health Care Services (DHCS).		
5. Catalogue of Federal Domestic Assistance Number:	93.150		
6. Federal Award Program Title:	PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS FORMULA GRANT (PATH)		
7. Indirect Cost Rate:	Actual Cost not to exceed ten percent		
8. Subaward is not a Research and Development grant			
Data that will change annually:			
Uniform Grant Guidance Required Information	2020/2021	2021/2022	2022/2023
9. Federal Award Date:	July 2020	July 2021	TBD
10. Performance Period	July 1, 2020- June 30, 2021	July 1, 2021-June 30,2022	TBD
11. Amount of Federal Funds Obligated by this action:	\$35,473	\$35,471	TBD
12. Total amount of federal awards committed to Sub Contractor overall:	\$35,473	\$35,471	TBD
13. Federal Award Identification Number:	X06SM016005-20	TBD upon release	TBD

Except as herein amended, all other parts and sections of that Agreement #4553 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Ren Strong, Program Manager
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Donald Semon, Director
Health and Human Services Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #4553 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

TAHOE COALITION FOR THE HOMELESS
A CALIFORNIA CORPORATION

By: _____
Cheyenne Purrington
Executive Director
"Contractor"

Dated: _____

By: _____
Leigh W. Miller
Chief Financial Officer
"Contractor"

Dated: _____