

**FUNDING AGREEMENT #4212
AMENDMENT II**

This Amendment II to that Agreement for Services #4212, 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 Tahoe Coalition for the Homeless, a nonprofit entity duly qualified to conduct business in the State of California, whose principal place of business is PO Box 13514, South Lake Tahoe, CA 96151; (hereinafter referred to as "Subrecipient").

RECITALS

WHEREAS, Subrecipient has been engaged by County to provide Coordinated Entry Services (CES) specifically in the South Lake Tahoe Slope of the County, in accordance with Agreement for Services #4212, dated October 8, 2019, and non-congregate shelter case management services in accordance with Amendment I to that Agreement dated April 24, 2020, incorporated herein and made by reference a part hereof; and

WHEREAS, County has identified a clerical error in Amendment I to Agreement 4212, wherein the funding source for Case Management as defined in Article I, B: **Payment and Use of COVID-19 Emergency Funds** was erroneously limited to COVID-19 Emergency Funding; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #4212 shall be amended a second time as follows:

1) Article I "Payment and Use of Funds, shall be amended and replaced in its entirety as follows:

ARTICLE I

A. **Payment and Use of CESH 2018/2019 Funds:** County agrees to pay Subrecipient within forty-five (45) days following County's receipt and approval of Subrecipient's request for quarterly or monthly distribution for Coordinated Entry Services. County shall advance to Subrecipient as follows:

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Original Agreement Funding	NTE	Timeframe	No. of Times	Amount	Total
CESH - 2018	\$121,947.00	10/1/19 – 6/30/20	3 Quarters @	\$10,162.25	\$30,486.75
CESH - 2018		6/1/20 – 9/30/22	28 months @	\$3,266	\$91,460
Original Total					\$121,946.75
Amendment I Additional Funding	NTE	Timeframe	No. of Times	Amount	Total
CESH - 2018	\$154,028.00	6/1/20 – 9/30/22	28 Months @	\$5,501	\$154,028
CESH - 2019	\$163,368.00	10/1/22 – 3/30/24	18 Months @	\$9,076	\$163,368
Amendment I Additional Funding Total					\$317,396
Original Funding + Amendment I Additional Funding = New Total					\$439,342.75

Travel shall be in accordance with County Board of Supervisors Policy D-1 Issue date 12/13/16, and as amended thereafter, which may be found at:

<https://www.edcgov.us/Government/BOS/Policies/Documents/D-1%20Travel%20Policy%20Amended%20-%2010-22-19.pdf>

Travel shall not exceed \$10,000 for the term of this agreement. Backup documentation for travel shall include a printout of MapQuest showing the route and miles attached to the appropriate invoice.

Requests for disbursement shall not exceed attachment D, sample budget, attached hereto and incorporated by reference herein.

Maximum Obligation for CESH-funded activities: The maximum obligation for CES services, inclusive of travel shall not exceed \$439,342.75 for the term of this Agreement.

Request for quarterly/monthly CESH distributions:

Each request for distribution shall contain all of the following data:

1. Agreement number 4212
2. Subrecipient name, address, and phone number.
3. Type of service(s) being provided. (i.e. Coordinated Entry)
4. Agreement rate as indicated above.
5. Total amount billed to the County of El Dorado under the subject request for distribution, as well as total billed to date under this Agreement.

Subrecipient is required to submit request for distributions. Receipt by HHSA of request for distributions submitted by Subrecipient for payment shall not be deemed evidence of allowable costs under this Agreement. All distributions will require Contract Administrator approval which after the first distribution shall be evidence of compliance with reporting requirements to ensure adherence to funding requirements. Upon request by County, Subrecipient may be required to submit additional or new information, which may delay reimbursement.

Request for distributions shall be sent as follows, or as otherwise directed in writing by County:

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

Use of CESH 2018/2019 funds is limited to the provision of Coordinated Entry Services. Subrecipient agrees to furnish the personnel necessary to provide specialized service to the El Dorado County Opportunity Knocks (EDOK) Continuum of Care (CoC), with regard to the HUD requirements for Coordinated Entry. Subrecipient shall employ an Executive Director, Program Manager, Outreach Coordinator, and Homeless Outreach/Services Advocate(s); these staff shall provide services including but not limited to the following:

Management and Coaching

1. As employer of Tahoe Coalition for the Homeless employees, Subrecipient shall be responsible for selection of Subrecipient employees including but not limited to hiring, training, supervision, management and termination;
2. Maintenance of Workers’ Compensation or a self-insurance program, and provide coverage for all other appropriate benefits covering Subrecipient employees assigned to work at HHSA;
3. Responsibility for regularly evaluating their performance based upon performance criteria and feedback from consumers, their organization, the EDOK Board, and the Administrative Entity.

Operation of Coordinated Entry System

Subrecipient must fulfill all of the requirements of the HUD-approved Coordinated Entry System, including outreach, assessment, prioritization, matching, and referral for those currently experiencing homelessness or those at-risk of homelessness who may come in contact with the system and need prevention, diversion, or other housing resources.

Expansion of Coordinated Entry

Subrecipient will offer two (2) physical entry point(s), one in South Lake Tahoe and one in Placerville, and begin using new routes or methods of conducting outreach to enable all eligible persons in El Dorado County to access the Coordinated Entry System on an equal basis, especially those who would be least likely to access the system in the absence of special outreach.

Community Engagement

Subrecipient must regularly consult with EDOK CoC partners to report on the progress of the Coordinated Entry System and solicit feedback on how to adjust the Coordinated Entry System, including attending quarterly CoC General Membership and Board Meetings and leading monthly Coordinated Entry Work Group meetings, and periodic meetings with HHSA staff to present progress reports, as requested.

Authorizations for Activities:

1. County shall review reported activities on a quarterly basis and shall not make further distribution of payments if satisfactory use of funds has not been reported. Subrecipient

shall not be allowed funding for activities outside of the uses listed in” Use of Funds”, or outside of the dates identified in Article II, titled “Term.”

2. HHS Contract Administrator reserves the right to review and approve use of funds. All uses must comply with stated use of funds.

Co-Location Responsibilities:

1. County shall provide Subrecipient with the following:
 - a. Adequate office space that protects both staff and client confidentiality and safety;
 - b. Appropriate furniture necessary to conduct business, i.e., desk; chair; desktop computer with access to County applications as appropriate; telephone; storage; access to a copy machine;
 - c. Identify badge to allow access to the building; access to staff restrooms and break rooms.
2. County shall require the Subrecipient staff to sign the Health and Human Services Agency Confidentiality Agreement, attached hereto as Exhibit E and incorporated by reference herein.
3. County shall ensure that no Subrecipient staff is provided access to County systems without having first executed the County Network User Guide, attached hereto as Exhibit F.

Reporting:

Failure to submit Quarterly Report in accordance with Article III “Reporting,” may result in future payment being withheld until such documentation is submitted; no extension of the term of this Agreement; or possible termination for lack of performance, as detailed in Article XV “Default, Termination, and Cancellation.”

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- B. **Payment for COVID-19 related Case Management Services:** County agrees to pay Subrecipient within forty-five (45) days following County’s receipt and approval of Subrecipient’s invoice.

Funding	Timeframe	No of Times	Amount	Total
Various Homeless Program funding sources including but not limited to COVID-19 Emergency Funding	3/23/20 through 12/31/20	Monthly	Actual Cost	\$119,462.49

1. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with Exhibit G, 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>
<p>CSinvoice@edcgov.us</p> <p>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.

For COVID-19 Case Management 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 the Article titled, “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.

Maximum Obligation for COVID-19 related activities: The maximum obligation for COVID-19 related Case Management services, inclusive of travel shall not exceed \$119,462.49 for the term through December 31, 2020.

Use of COVID-19 related funds is limited to the provision of case management as outlined herein below for COVID-19 eligible clients, with subsequent transportation, lodging and supportive services for those individuals as outlined below:

COVID-19 RELATED CASE MANAGEMENT:

Outreach and identification of COVID-19 eligible clients:

Subrecipient will identify those individuals who meet the Federal Emergency Management Agency (FEMA) eligibility criteria below, utilizing Coordinated Entry Services:

1. Individuals who test positive for COVID-19 that do not require hospitalization but need isolation or quarantine (including those exiting from hospitals). If an individual is served who meets this criteria, the Subrecipient will retain source documentation that establishes the client has received appropriate testing from a qualified medical professional or institution and that source documentation must clearly link the individual to the HMIS data created for the individual;
2. Individuals who have been exposed to COVID-19 (as documented by a state or local public health official, or medical health professional) that do not require hospitalization, but need isolation or quarantine. If an individual is served to meets this criteria, the Subrecipient will retain the documented certification provided by the State, local public health official, or medical health professional certifying the individual has been exposed and is need consistent with these criteria; the certification must also clearly link the individual to the HMIS data created for the individual; and

3. Individuals who are asymptomatic, but are at “high-risk,” such as people over 65 or who have certain underlying health conditions (respiratory, compromised immunities, chronic disease), and who require Emergency non-congregate sheltering (NCS) as a social distancing measure. If an individual is served who meets this criteria, the Subrecipient will obtain and retain source documentation that establishes the client is considered “high-risk” consistent with these criteria and is designated so by a medical professional.

While using any of the above criteria, the Subrecipient shall at no time release or divulge an HIPAA protected personal health information received related to the clients served. Source documentation retained should be expressed by qualified professionals certifying or otherwise establishing the criteria has been met without violating patient or client HIPAA protections.

If a person served does not meet the FEMA eligibility criteria and is still provided services with COVID-19 funding as a part of this agreement, Subrecipient must classify and be able to identify the person as being ineligible using the FEMA eligibility criteria using HMIS data. Additionally, Subrecipient must provide documentation to County to verify there is good cause to provide services to the person unique to the COVID-19 emergency response.

Transportation and placement of clients in lodging:

1. Coordination with El Dorado County Sheriff Hot Team and local volunteers to provide transportation of clients to hotel, motel and other identified lodging.
2. Coordinating placement of clients in lodging.

Supportive Services:

1. Case Management:
 - a. Daily outreach and needs assessment, and referrals to community linkage as appropriate.
 - b. Subrecipient shall have staff on site at hotels three times daily on a regularly scheduled basis, and shall be available to respond twenty-four hours a day, seven days a week to serve as location manager, with duties including but not limited to:
 - i. Registration of clients;
 - ii. Conduct a daily check-in for each Client, and regularly scheduled visual checks of rooms for damage or other issues.
 - iii. Inventory items in each hotel room prior to client placement, and do periodic checks to ensure condition of room.
 - iv. Subrecipient staff shall serve as liaison between clients, hotel owner and community.
 - v. Subrecipient staff shall be responsible for ensuring knowledge of, including a map and a plan for, evacuation as needed.
 - vi. Storage of personal items not appropriate for maintenance in hotel room.
2. Coordination with health care contacts:
 - a. Coordination with County Public Health as appropriate.
 - b. May provide telehealth services with Licensed Clinical Social Worker (LCSW) as appropriate.
 - c. Coordination of clients and healthcare professionals, including but not limited to nurses, physicians, social services, behavioral health services, etc.

Data entry into Homeless Management Information System (HMIS):

1. Subrecipient shall enter client data in the HMIS for purposes of reporting and State/Federal reimbursement.
2. Reports shelter statistics such as population count and meal count on a daily basis.

Reporting:

1. Daily reporting of hotel/motel census in agreed upon format.
2. Failure to submit Progress Reports in accordance with Article III, “**Reporting for COVID-19 activities,**” may result in future payment being withheld until such documentation is submitted; no extension of the term of this Agreement; or possible termination for lack of performance, as detailed in Article XV “Default, Termination, and Cancellation.”

Except as herein amended, all other parts and sections of that Agreement #4212 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Patty Moley, Assistant Director
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

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

Dated: _____

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IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement #4212 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Brian Veerkamp, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- SUBRECIPIENT --

TAHOE COALITION FOR THE HOMELESS, INC.
A CALIFORNIA CORPORATION

By: _____ Dated: _____
Cheyenne Purrington, Executive Director
"Subrecipient"

By: _____ Dated: _____
Leigh W. Miller
Chief Financial Officer