

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

SCOPE OF SERVICES

I. LOCATION

County of El Dorado
Public Health Services
931 Spring Street
Placerville, California 95667

Sierra Foothills AIDS Foundation
12183 Locksley Lane, Suite 205
Auburn, CA 95602

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 only; no staff is paid for through this Agreement. 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 fifty-seven (57) 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 \$716 (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 48 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. 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.

IX. 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.

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

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

X. INCIDENT REPORTS

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

XI. 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.

XII. 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

**EXHIBIT "C-1" to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
COUNTY OF EL DORADO,
hereinafter referred to as "CONTRACTOR"**

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The Maximum Total Payment Amount under this Agreement is: \$43,908

II. PAYMENTS TO CONTRACTOR

CONTRACTOR shall be paid on a cost reimbursement basis in accordance with the Budget.

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, 2008 through December 31, 2008

Budget Items	Annual Allocated Budget
Short Term Emergency Housing Assistance	40,834
Administration	3,074
Total Expenses	43,908