

AGREEMENT FOR SERVICES #6722
AMENDMENT II

This Second 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, and First Amendment to Agreement for Services #6722, dated March 13, 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 the scope of work, of said Agreement, hereby amending **ARTICLE I, Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 27, 2023 through June 30, 2024, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$ 871,816, for a new not-to exceed amount of \$2,219,779, and to update the fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit A**, marked "Amended Fee Schedule" incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to update contract provision language in **ARTICLE IX, Assignment and Delegation**, and **ARTICLE XXI, Nondiscrimination**, to include the addition of **Exhibit D**, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs" incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto have mutually agreed to add **ARTICLE XXXVIII, Audits, Compliance, and Monitoring**, and **ARTICLE XXXIX, Health Insurance Portability and Accountability Act (HIPAA) Compliance**, to include the addition of **Exhibit E**, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Second 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 Second Amendment to Agreement 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, hereby replaced in its entirety with Amended Exhibit A 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 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.
 - Provides 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.
- Reports 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.
- Coordinates 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.
- Maintains 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 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 II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement, as amended, shall become effective upon final execution by both parties hereto and shall cover the period of June 28, 2022, through June 30, 2024.

- 3) **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 itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Amended Exhibit A. All expenses and their distribution among tasks are estimates only. Amended Exhibit A represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Contractor may request updates to Amended Exhibit A 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, and continuing until June 27, 2023, 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, and continuing until June 30, 2024, the billing rates shall be in accordance with **Amended Exhibit A**, marked "Amended Fee Schedule", incorporated herein and made by reference a part hereof.

The total amount of this 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. Any reimbursements for mileage expenses, if any, will only be made if such expenses are included in the Cost Proposal of an approved and fully executed Work Order issued pursuant to this Agreement.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. 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 data-bbox="402 856 699 888" style="text-align: center;"><u>CSinvoice@edcgov.us</u></p> <p data-bbox="337 892 764 924" style="text-align: center;">Please include in the subject line:</p> <p data-bbox="282 928 820 997" style="text-align: center;">“Contract #, Service Month, Description / Program</p>	<p data-bbox="948 856 1219 888" style="text-align: center;">County of El Dorado</p> <p data-bbox="850 892 1317 924" style="text-align: center;">Health and Human Services Agency</p> <p data-bbox="964 928 1203 959" style="text-align: center;">Attn: Finance Unit</p> <p data-bbox="922 963 1245 995" style="text-align: center;">3057 Briw Road, Suite B</p> <p data-bbox="948 999 1308 1031" style="text-align: center;">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.

- 4) **ARTICLE IX, Assignment and Delegation**, of the Agreement is amended in its entirety to read as follows:

ARTICLE IX

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor’s compliance with said terms and conditions and provide written evidence of monitoring to County upon request.

- 5) **ARTICLE XXI, Nondiscrimination**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXI

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Contractor shall comply with Exhibit D, marked "Vendor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit D upon request by County.

- 6) **ARTICLE XXXVII, Audits, Compliance, and Monitoring**, is hereby added to read as follows:

ARTICLE XXXVII

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the

specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.

- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

7) ARTICLE XXXIII, Health Insurance Portability and Accountability Act (HIPAA) Compliance, is hereby added to read as follows:

ARTICLE XXXIII

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.

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
Program Manager
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____
Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

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

By: _____
Christie Holderegger
Chief Executive Officer
"Contractor"

Dated: _____

By: _____
Joel Rusco
Chief Financial Officer

Dated: _____

Volunteers of America Northern California Northern Nevada, Inc.
Amended Exhibit A
Fee Schedule

VOLUNTEERS OF AMERICA
El Dorado Navigation Center

FY 2024

Primary Government Funding \$1,545,797
 Other Revenue
 Revenues \$1,545,797

		YEARLY TOTALS	FTE	RATE	RATE	BASE	Relief	RELIEF	SALARIES	BENEFITS
SALARIES	POSITIONS	DESCRIPTIONS		July-Dec	Jan-June					30.00%
	Program Director	Oversight of Program Staff and Operations	1	\$ 36.00	\$ 37.80	\$ 76,752	1.0%	\$ 768	\$ 77,520	\$ 23,256
	Support Supervisor	Intake/HMIS Coordinator	1	\$ 31.00	\$ 32.55	\$ 66,092	1.0%	\$ 661	\$ 66,753	\$ 20,026
	Outreach Lead	NOT INCLUDED - EL DORADO PROVIDES THIS SVC	0	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -
	Case Manager	15 Case Load/Group Sessions	4	\$ 24.00	\$ 25.20	\$ 204,672	1.0%	\$ 2,047	\$ 206,719	\$ 62,016
	Maintenance/Janitorial	Ensure cleanliness of facility/minor maintenance	1.4	\$ 20.00	\$ 21.00	\$ 59,696	2.0%	\$ 1,194	\$ 60,890	\$ 18,267
	Lead Support	Oversee Support Staff	3	\$ 20.00	\$ 21.00	\$ 127,920	1.0%	\$ 1,279	\$ 129,199	\$ 38,760
	Support	2 Staff per shift/3 shifts per 24 hours/7 days week	9.6	\$ 19.00	\$ 19.95	\$ 388,877	5.0%	\$ 19,444	\$ 408,321	\$ 122,496
	TOTALS		20			\$ 924,009		\$ 25,392	\$ 949,401	\$ 284,820
	TOTAL SALARIES									
	TOTAL BENEFITS/TAXES/WORKERS COMP									
	Other Costs:									
	Staff Training	CPR, Trauma Informed Care, De-escalation, & Motivational Interviewing Training				\$2,500				
	Professional Fees					\$8,000				
	Program Supplies					\$5,000				
	Client Assistance	Bus Passes/Transportation, Clothing, Identification				\$6,500				
	Incidentals	Client supplemental food/snacks, misc shelter supplies				\$15,000				
	Food & Beverage					\$0				
	Cleaning, Linen & Laundry	Cleaning supplies, linen supplies, laundry, toilet paper/towels, etc.				\$25,000				
	Equipment Expense & Furnishings					\$5,000				
	Mileage & Travel	Mileage reimbursement				\$5,950				
	Miscellaneous					\$0				
	Rent					\$0				
	Utilities/Disposal					\$6,000				
	Facilities	Tools, equipment, supplies, PPE gear				\$6,000				
	General Office	Paper, office supplies				\$3,000				
	Telephone	Telephone & Internet				\$12,000				
	Insurance	Vehicle & General Liability, Property Insurance				\$6,000				
	Equipment Maint & Rental	Copy Machine				\$3,000				
	Printing					\$0				
	Travel, Food & Lodging	Staff meetings				\$1,000				
	Depreciation & Amortization					\$0				
	Other Professional Fees					\$0				
	Marketing & Promotion					\$0				
	Administrative Expense					BELOW				
	National Administrative Fees					\$0				
	OTHER SUPPORT COSTS					\$109,950				
	Direct Program Expenses					\$1,344,171				
	Admin Allocation (15%)					\$201,626				
	TOTAL EXPENSES					\$1,545,797				

Difference Between Revenue and Expense \$0

Volunteers of America Northern California Northern Nevada, Inc
Exhibit D
“Vendor Assurance of Compliance with
Nondiscrimination in State and Federally Assisted Programs”

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Signature

3434 Marconi Avenue, Sacramento, CA 95821
Address of vendor/recipient

(08/13/01)

Volunteers of America Northern California Northern Nevada, Inc
Exhibit E
HIPAA Business Associate Agreement

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

R E C I T A L S

WHEREAS, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“E PHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement;

WHEREAS, the County and BA intend to protect the privacy and provide for the security of PHI and E PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time;

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103;

WHEREAS, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103;

WHEREAS, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

WHEREAS, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

WHEREAS, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
 - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
 - 1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - 2. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
 - 3. Disclose PHI as necessary for BA's operations only if:
 - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
 - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and
 - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
 - 4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - 5. Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - 6. De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
 - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") in effect or as may be amended, including but not limited to 45 CFR 164.308,

- 164.310, 164.312, and 164.504(e)(2). BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.
- B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
 - C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
 - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
- IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
 - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - 1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - D. Make available to the County, or to the Secretary of Health and Human Services (the “Secretary”), BA’s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA’s compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
- V. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA’s ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA’s ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA’s use of disclosure of PHI.
 - D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.
- VI. Term and Termination.
- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - B. Termination for Cause. Upon the County’s knowledge of a material breach by the BA, the County shall either:
 1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
 2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
 3. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
 - C. Effect of Termination.
 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy

all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

VII. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business

Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

- VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Approval and Signatures

By: _____
Name
"BA Representative"

Dated: _____

By: _____
Name
"HHS Representative"

Dated: _____