

AGREEMENT FOR SERVICES #6954
Transitional Housing for Transitional Age Youth

THIS AGREEMENT 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 Youth and Family Services, a California non-profit public benefits corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1021 Fremont Avenue, South Lake Tahoe, California 96150, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide Transitional Housing and associated services for homeless youth that focus on offering housing assistance, with intensive financial and independent living skills support, to Transition Age Youth (TAY), ages 18-24, who are homeless or at imminent risk of homelessness. Contractor has staff with necessary specialty skills and facilities required to fulfill the need more efficiently and cost effectively than if services were provided by the county directly;

WHEREAS, Contractor responded to a Request for Qualifications (RFQ) #22-952-033, wherein Contractor represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, 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;

WHEREAS, June 27, 2018, the Governor approved Senate Bill (SB) 850 which established the California Homeless Coordinating and Financing Council (HCFC), to administer several State-funded grant programs, including the Homeless Housing Assistance Program (HHAP);

WHEREAS, HHAP is authorized by Assembly Bill (AB) 101 (Committee on Budget, Chapter 159, Statutes of 2019), which was signed into law by Governor Gavin Newsom on July 31, 2019;

WHEREAS, on behalf of both the County and the El Dorado Opportunity Knocks Continuum of Care (CoC), the County submitted joint applications for the HHAP Rounds 1-3 funding opportunities, administered by the California Business, Consumer Services, and Housing Agency's Homeless Coordinating and Financing Council, and on January 14, 2022, per the authority granted by Board Resolution 150-2021, the Director of Health and Human Services Agency accepted grant agreement #22-HHAP-10058, which was fully executed on March 24, 2022;

WHEREAS, Health and Safety Code section 50218.6(e) requires that a program recipient use between seven (7) and ten (10) percent of its allocation for services for homeless youth populations;

WHEREAS, activities performed with HHAP funding must have measurable goals, project a number of individuals that will be served, and be in alignment with Housing First principles, consistent with Health and Safety Code section 50220.7(g) which mandates that all recipients of program allocation shall comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, which provides eleven (11) core components of Housing First principles;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(B), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000.

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary for the provision of Homeless Prevention and Diversion, Transitional Housing, Housing Navigation and Landlord Outreach, and Housing Support Services and Case Management on the Eastern Slope of El Dorado County with the intent to serve twelve (12) TAY ages 18-24, per year. Contractor will work together with identified TAY and collaborative partners to find, secure, and maintain safe and affordable housing that meets each young adult's individual needs. Adhering to the core principles for Housing First, Contractor will utilize a four-prong approach: (1) Homeless Prevention and Diversion, (2) Transitional Housing, (3) Housing Navigation and Landlord Outreach, and (4) Housing Support Services and Case Management:

A. Homeless Prevention and Diversion:

1. Contractor will provide Prevention and Diversion Services to TAY that may become homeless by eviction due to the inability to pay a month's rent or for any other reasonable factor.
2. Referrals:
 - a. Contractor will receive referrals for these services through the County's contracted Coordinated Entry System (CES) Provider, and
 - b. Via identification of clients during participation in bi-monthly CES EDC Youth Case Conference meetings.
3. Program:
 - a. Contractor will utilize short term (up to three [3] months) rental assistance for leasing clients in place or providing shelter diversion,
 - b. Provide up to \$1000 per client household for Security deposits or move-in assistance to provide housing stabilization.
 - c. Additional Client Services
 - i. Housing search assistance
 - ii. Housing stabilization case management
 - iii. Credit education
 - iv. Landlord mediation

- v. Connection to public benefits
- vi. Connections with family support
- vii. Connections to legal services

B. Transitional Housing (TH):

1. Contractor will hold a master lease for apartments for TAY who cannot live independently or need a more extended period to establish employment, income, or other necessities to ensure safe and long-term permanent housing stabilization.
2. Contractor will rent one two-bedroom, one and a half-bathroom apartment to provide time-limited, 6-12 month, service-intensive transitional housing to TAY participants.
3. Contractor shall collaboratively process referrals received through El Dorado Opportunity Knocks Coordinated Entry System, County of El Dorado Health and Human Services Agency and other community partners providing services to TAY populations.
4. Program
 - a. The program focuses on being Low barrier for entry and participation, meaning it does not screen individuals or households out based on sobriety, credit, evictions, or criminal history.
 - b. Time-limited, ranging between six (6) and twelve (12) months
 - c. Service Intensive Case Management
 - i. Access to financial counseling, credit history, arrears, and legal issues
 - ii. Connections to community-based services including those specializing in benefits and/or, employment
 - iii. At the contractor's sole costs, services are provided in such a way that is understandable to the client in their primary or preferred language and in a culturally appropriate manner.
 - iv. Trauma informed/trauma aware
 - v. Contractor shall provide staff on call twenty-four (24) hours a day, seven (7) days a week.
5. Contractor shall provide Moving On options to Rapid Re-housing program to help those TAY move as quickly as possible into permanent housing and achieve stability.

C. Housing Navigation and Landlord Outreach: Contractor will conduct continuous landlord outreach and housing navigation assistance for participating clients to remove housing barriers and to assist TAY in locating, obtaining, and retaining suitable permanent housing after exiting transitional housing and/or during homeless prevention and diversion.

D. Housing Support and Case Management: Contractor shall provide case management services that are participant-driven with a strength-based approach. Contractor should actively engage TAY with case management services by creating a housing support goal-setting environment. Case management will provide comprehensive and individualized services to participants.

1. Support services are client-centered, comprehensive, and individualized designed to help TAY who are homeless should make a successful transition to sustainable living that includes:
 - a. Community and mainstream resources
 - b. Employment services
 - c. Vocational assistance
 - d. Education programs
 - e. Substance abuse treatment (if need/appropriate).
2. Contractor shall connect clients to health and behavioral health resources, access to important documents and paperwork (I.e., birth certificate, social security card, driver's license, or state identification card, medical records, and credit reports.)

- E. Case Manager Role:
1. Each TAY receiving services will have a written, individualized service plan which includes:
 - a. Assessed needs
 - b. Youth's goals/input
 - c. Strengths/deficits
 - d. A service coordination plan
 - e. Transition plan
 - i. With client written goals for independent living, interpersonal skill-building, job attainment, financial management (budgeting, consumer education, and use of credit), educational advancement, parenting skills, and family reunification (if appropriate)
 - f. Exit plan to guide youth toward sustainable living
- F. Referrals for other services: TYFS will coordinate and collaborate with existing providers through the CoC and within the County to ensure that youth are referred to service organizations in the community when services or resources available at these organizations may help create better outcomes for youth.

ARTICLE II

Homeless Management Information System (HMIS):

- A. Upon obtaining Client consent for information to be entered into the HMIS, Contractor shall ensure that Client data is entered into the HMIS, within twenty-four (24) hours of, and no more than seventy-two (72) hours after, first serving a Client. If Client consent is not provided, Contractor will provide de-identified data via email to the County's Contract Administrator within the same timeframe regarding number of clients served, services provided, and exit destination.
- B. Contractor shall comply with the El Dorado Opportunity Knocks CoC HMIS Policies outlined in, Exhibit A, marked "Policies and Procedures Manual: HMIS," incorporated herein and made by reference a part hereof.
- C. HMIS Data Quality
 1. Contractor will ensure that Client data will be collected, aggregated, analyzed and reported in the HMIS system.
 2. Contractor shall ensure that HMIS data reporting requirements are met, and information is entered accurately and timely.
- D. Data entered by Contractor in the HMIS system, provided in a manner consistent with federal law, shall be shared to the statewide Homeless Data Integration System or "HDIS" as required by Health and Safety Code section 50220.6. Any information provided to, or maintained within, the statewide Homeless Data Integration System shall not be subject to public inspection or disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The California Interagency Council on Homelessness (Council) may, as required by operational necessity, amend, or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide the Agency with aggregate reports and analytics of the data Agency submits to HDIS in support of the purpose of the HMIS Data Use Agreement.

ARTICLE III

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period July 1, 2023, through June 30, 2025.

ARTICLE IV

Compensation for Services:

A. Rates: For the purposes of this Agreement, the billing rate shall be as defined in the table below marked, “Homeless Prevention for Diversion Budget and Transitional Housing Budgets” incorporated herein below and made by reference a part hereof.

Homeless Prevention for Diversion Budget and Transitional Housing Budgets

Homeless Prevention for Diversion Budget		FY 23/24	FY 24/25
Personnel			
Case Manager – two (2) hours per week \$24.00 per hour	Responsible for housing support and stability case management for transition into permanent housing; CE case conferencing	\$2,496	\$2,496
Outreach/Housing Advocate – five (5) hours per week \$20.00 per hour	Responsible for housing navigation, landlord outreach, landlord mediation, connection to family, public benefits, and legal services	\$5,200	\$5,200
Fringe Benefits			
31.35% of Personnel Expense		\$2,413	\$2,413
Personnel & Fringe Benefits Expense Subtotal:		\$10,109	\$10,109
Direct Services			
Prevention and Diversion	\$1,000/month for three (3) months times 10 TAY clients	\$30,000	\$30,000
Rental deposits and/or move in cost	\$1,000 times 10 TAY clients	\$10,000	\$10,000
Direct Services Expense Subtotal:		\$40,000	\$40,000
Indirect			
7% of the proposed budget	Examples of Indirect costs are salary and related expenses of individuals working in accounting, personnel, rent, depreciation, and utilities.	\$3,508	\$3,508
Total for Homeless Prevention and Diversion Expenses:		\$53,617	\$53,617

Transitional Housing Budget		FY 23/24	FY 24/25
Personnel			
Supportive Services Manager – three (3) hours per week \$28.00 per hour	Responsible for landlord outreach, maintaining the master lease and property, HMIS data entry, grant reporting, crisis intervention, CoC, and County collaboration.	\$4,368	\$4,368
Case Manager – five (5) hours per week \$24.00 per hour	Responsible for intensive case management for transition into permanent housing and CE case conferencing.	\$6,240	\$6,240
Outreach/Housing Advocate – three (3) hours per week \$20.00 per hour	Responsible for housing support and housing navigation to assist TAY in locating permanent housing.	\$3,120	\$3,120
Fringe Benefits			
31.35% of Personnel Expense		\$4,304	\$4,304
Personnel & Fringe Benefits Expense Subtotal:		\$18,032	\$18,032
Local Mileage			
Mileage - 15 miles per week	*Estimated at \$0.655 p/m	\$511	\$511
Mileage Expense Subtotal:		\$511	\$511
Direct Services			
Transitional Housing	One (1) Two-bedroom apartment @ \$2,000 per month, plus *security deposit of \$2000 first year only.	\$26,000	\$24,000
Utilities Cost	Gas \$250 per Month, Electricity \$200 per month	\$5,400	\$5,400
Internet Access	Wi-Fi from Spectrum \$80 per month	\$960	\$960
Direct Services Expense Subtotal:		\$32,360	\$30,360
Indirect			
7% of the proposed budget	Examples of Indirect costs are salary and related expenses of individuals working in accounting, personnel, rent, depreciation, and utilities.	\$3,563	\$3,423
Total for Transitional Housing Expenses:		\$54,466	\$52,326

The Contractor shall under no circumstances exceed the amounts budgeted for any item identified in Section “B” tables labeled as “Homeless Prevention for Diversion Budget” or “Transitional Housing Budget”, without prior approval by the Contract Administrator. The Contractor shall under no circumstances add additional items of cost to the proposed budget without prior approval by the County. Notwithstanding the above prohibitions, the Contractor may reallocate funds between the budgeted cost items identified per year but may **not** reallocate costs between budget tables without prior approval by the County.

Travel shall not exceed \$511.00 per year for the term of this agreement.

*Travel shall be in accordance the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred.

B. Invoices: It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx. 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 style="text-align: center;">CSinvoice@edcgov.us Please include in the subject line: “Contract #, Service Month, Description / Program</p>	<p style="text-align: center;">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 services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices for 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.

1. 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.
 - 1.1. For those situations where a service is disallowed by County 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 fiscal year of this Agreement and received by County after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency’s Chief Fiscal Officer.

In the event that Contractor fails to deliver the services, documents or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled “Default, Termination, and Cancellation.” In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

ARTICLE V

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$214,026.

Program	Year 1 (FY 23/24) Budget	Year 2 (FY 24/25) Budget
Prevention and Diversion	\$53,617	\$53,617
Transitional Housing	\$54,466	\$52,326
Total	\$108,083	\$105,943
Two (2) Year Total		\$214,026

ARTICLE VI

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. Financial Audit- County and State reserve the right to perform or cause to be performed a financial audit. At County or State request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant.
 - 1. If a financial audit is required by County or State, the audit shall be performed by an independent certified public accountant.
 - 2. The Contractor shall notify County or State of the auditor's name and address immediately after the selection has been made. The contact for the audit shall allow access by County or State to the independent auditor's working papers.
 - 3. The Contractor is responsible for the completion of audits and all costs of preparing audits.
 - 4. If there are audit findings the Subrecipient must submit a detailed response acceptable to agency for each audit finding within 90 days from the date of the audit finding report.
- D. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.

- E. 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."
- F. 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.

ARTICLE VII

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, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 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, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. 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 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 B**, "Vendor Assurance of Compliance with the Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning **Exhibit B** upon request by County.

ARTICLE VIII

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE IX

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE X

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor’s responsibilities or hinder Contractor’s performance of services hereunder, unless County’s Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor’s staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County’s Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XIII

Health Insurance Portability and Accountability Act (HIPAA) Compliance: As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute **Exhibit C**, marked “HIPAA Business Associate Agreement,” incorporated herein and made by reference a part hereof.

ARTICLE XIV

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.

ARTICLE XV

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XVI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVIII

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

3. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
4. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

5. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

6. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 7. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 8. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 9. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
hhsa-contract@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

TAHOE YOUTH & FAMILY SERVICES
1021 Fremont Avenue
South Lake Tahoe, CA 96150
ATTN: Director, or successor
brian@tahoeyouth.org

or to such other location as the Contractor directs.

ARTICLE XX

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein above under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXI

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to Risk Management or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - a. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - b. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XXIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- A. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
- B. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXIV

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.”

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached **Exhibit D**, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XXVI

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVII

County Payee Data Record Form: All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVIII

County Business License: County’s Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County’s Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIX

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Alyson McMillan, Program Manager, Housing and Homelessness Services, Health and Human Services Agency, or successor.

ARTICLE XXXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXIV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXV

Compliance with applicable terms and conditions from Grant agreement #22-HHAP-10058: Contractor, by signing this Agreement, becomes a Subrecipient of funds awarded to the County via the March 24, 2022 - October 1, 2026, California Homeless Housing, Assistance, and Prevention Program Agreement #22-HHAP-10058 (grant) awarded by the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency. As such, Subrecipient agrees to adhere to all applicable terms and conditions from the Grant, including those stated in the Exhibits incorporated within the Grant, and as it may be amended, available at <https://www.edcgov.us/hhsaforcontractors>.

ARTICLE XXXVI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXVII

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXXVIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____
Alyson McMillan
Program Manager
Housing and Homelessness Services
Health and Human Service 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 Agreement 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: _____

-- TAHOE YOUTH & FAMILY SERVICES --

By: _____
Cheyenne Lane
Chief Executive Officer
"Contractor"

Dated: _____

By: _____
Courtney Moore
Corporate Secretary

Dated: _____

**Tahoe Youth and Family Services
Exhibit A**



POLICIES AND PROCEDURES MANUAL: HMIS

Introduction

An HMIS is an electronic data collection system that stores longitudinal person-level information about persons who access the homeless services system in a Continuum of Care (CoC). In 2001, Congress directed the United States Department of Housing and Urban Development (HUD) to collect data and provide analysis on the extent of homelessness in the United States and the effectiveness of the programs receiving funding from homeless assistance grants as part of McKinney-Vento Homeless Assistance Act.

This is to be accomplished through:

- Developing unduplicated counts of clients served at the local level
- Analyzing patterns of use of people entering and exiting the homeless assistance system; and
- Evaluating the effectiveness of these systems.

In response to this congressional directive, HUD mandated that Continuums of Care establish workable and efficient Homeless Management Information Systems (HMIS). Aggregate HMIS data can be used to understand the size, characteristics, and needs of the homeless population at the local, state, and national levels. Today's advanced HMIS applications offer many other benefits as well. They enable organizations that operate homeless assistance and homelessness prevention programs to improve case management by collecting information about client needs, goals, and service outcomes. They also help to improve access to timely resources, referral information and to better manage operations.

The El Dorado County Homeless Management Information System (HMIS) is a collaborative project of El Dorado Opportunity Knocks. The HMIS enables the CoC to:

- Develop more reliable information on homelessness in the County;
- Allow homeless service providers to avoid duplication of services while ensuring that clients obtain the help they need from as many of the available resources as possible; and
- Streamline systems so that homeless individuals and families have improved access to services.

The purpose of this manual is to provide documentation of the policies and procedures for the operation of the El Dorado County HMIS project on behalf of El Dorado Opportunity Knocks, the El Dorado County Continuum of Care.

El Dorado Opportunity Knocks seeks to enhance agency collaboration, service delivery, and data collection capabilities through the Homeless Management Information System (HMIS). Increasing the accuracy of information must be an ongoing goal in order to appropriately guide the development of programs and policies to meet the needs of the homeless population.

By using HMIS data, El Dorado Opportunity Knocks will be better equipped to target services where gaps have been identified and to facilitate access to mainstream services by people experiencing homelessness. Additionally, HMIS data will help the CoC identify appropriate system-wide outcome measures, including monitoring residential outcomes of clients leaving hospitals, mental health programs, drug and alcohol treatment facilities, the corrections system, and the foster care system who are homeless or at-risk.

The long-term vision for the El Dorado Opportunity Knocks HMIS includes system-level integration, increased capacity for providing integrated services at the client level, and expanded service availability and accessibility in key areas.

HMIS Structure

El Dorado Opportunity Knocks uses CSN v.4.0 proprietary software from Bell Data Systems, Inc. The HMIS Lead Agency administers this system. El Dorado Opportunity Knocks is a collection of agencies in the county who provide services to benefit homeless persons. The HMIS is actively maintained by staff from the HMIS Lead Agency.

Authority

This Policy and Procedures Manual has been prepared under the authority of the El Dorado Opportunity Knocks Board.

El Dorado Opportunity Knocks Board

Policies for the HMIS are formed and directed by the El Dorado Opportunity Knocks Board as required to meet HUD regulations and requirements. The Board contains a seat for the HMIS lead agency, and decisions are achieved through consensus of the full Board.

The El Dorado Opportunity Knocks Board sets policies and procedures required to operate the HMIS and achieve the goals set by the Continuum of Care for its HMIS.

Data Elements

HUD required Universal Data Elements

It is the policy of El Dorado Opportunity Knocks that system users record all HUD-required HMIS universal data elements for every client in the system. The list of required data elements will be maintained by the Local HMIS Manager.

Program Specific Data Elements

Program Specific Data Elements (PDE) must also be entered in HMIS. The list of required Program Specific Data Elements will be maintained by the Agency HMIS Manager.

Client Consent

- Only authorized users may view or update client data in the HMIS.
- Agencies will have a signed Release of Information (ROI) prior to data entry/updating, or preliminary verbal consent for projects that use phone intake/screening.
- Each adult member of a household that is receiving housing or services will be expected to sign a ROI prior to initial data entry or updating.
- Consent for data entry/updating for minors will be provided for in the language of the parent/guardian's ROI.
- A legal guardian can sign for an adult who is incapable of signing.
- The ROI must be renewed every two years for clients still receiving housing and services.
- A client may revoke the ROI at any time.
- A ROI allows an agency to view (but not change) data on the clients for reporting purposes in perpetuity.
- If a ROI cannot be obtained, the agency shall enter client data as non-releasable, hidden information for aggregate reporting purposes.
- A client always has the right to view his or her own data and request corrections.

Anonymous Clients Policy

It is the Policy of El Dorado Opportunity Knocks that there will be no use of Anonymous Clients, with the exception of those entered by Agencies that provide services to victims of domestic violence, in the HMIS.

Agency Reporting

It is the responsibility of the CoC HMIS Administrator to provide agencies with reports that show data completeness on a regular basis. These reports shall be made available to aid the agencies in preparedness for report production and overall data quality.

Timelines of Data Entry Policy

It is the Policy of El Dorado Opportunity Knocks that all data will be entered into the HMIS preferably within 24 hours of, and no more than 72 hours after, first serving a Client. Services data shall be entered into the HMIS within five (5) working days after the end of the month for projects that require tracking of services.

Project Entry Type Policy

It is the policy of El Dorado Opportunity Knocks that an Entry Assessment shall be completed for each client. Projects shall choose the entry type that corresponds with their funding source. The possible entry types are:

- HUD
- SAMHSA

- RHY
- Standard
- VA

Client Birth Dates Policy

In compliance with the HMIS Data Standards, it is the policy of El Dorado Opportunity Knocks that no client birth date shall be left with a null value. When clients do not know or will not give a birth date the interviewer should ask how old the client is or how old the client thinks he/she is. Using the age provided, calculate the birthdate as January 1 that number of years prior. In cases where the client refuses to state their birth date or age, the interviewer will estimate the client's age in years and then calculate the birthdate as January 1 that number of years prior. Whenever calculated birth dates are used, Date of Birth Type shall be set to Approximate or Partial DOB Reported.

Data Disposal

Agencies using the HMIS agree to dispose of documents that contain identifiable client level data in a manner that will protect client confidentiality. Methods may include:

- Cross cut shredding of paper records;
- Deleting any information from media and destroying the media before disposal;
- Triple formatting hard drive(s) of any machine containing client identifying information before transfer of property; and/or
- Destruction of hard drive(s) of any machine containing client-identifying information before disposal

Security

It is the policy of El Dorado Opportunity Knocks that the data, information and client records, and related documentation stored electronically in connection with the HMIS is confidential and shall be handled as follows:

- All agencies shall comply with all federal, state and local laws and regulations pertaining to the confidentiality of information and records to ensure that client records are protected and not subject to disclosure except as permitted by such laws and regulations. The agencies shall only release client records to non-participating agencies with written consent by the client, unless otherwise provided for in the relevant laws and regulations.
- All agencies shall comply with all federal, state and local confidentiality laws and regulations pertaining to:
 - All medical conditions, including, but not limited to, mental illness, alcohol and or drug abuse, HIV / AIDS testing, diagnosis and treatment and other such covered conditions; and
 - A person's status as a victim of domestic violence.
- All agencies agree not to release any individual client information obtained from the HMIS to any organization or individual without prior written consent of the Client, unless otherwise required or permitted by applicable law or regulation. Such written Client consent shall be documented using the HMIS Release of Information form

available on the CoC website. Information that is not approved for disclosure, in writing, by the Client shall not be released.

- Only authorized users may view or update client data.
- Client Release of Information forms must be obtained as described in the Client Consent section of this document prior to entering the Client's data into the HMIS.
- All agencies shall ensure that all staff, volunteers and other persons who are issued a User ID and password for the HMIS annually receive confidentiality training regarding client information and records and have signed a Confidentiality and Security Agreement.
- If any agency or the System Administrator determines that any user has willfully committed a breach of HMIS security or client confidentiality, the participating agency or the System Administrator shall immediately revoke his or her access to the HMIS database and shall report the breach to the HMIS Lead Agency.
- All HMIS data must be securely stored when not in use, regardless of the media on which the information is recorded.

A confidentiality and security agreement form must be completed for each user of the HMIS each year. The form reads as follows:

- The user understands and agrees that they may not publish, disclose, or use any information collected for or contained within the HMIS except as permitted by the El Dorado County Continuum of Care procedures or by applicable law.
- The user understands and agrees that all passwords and/or other security measures utilized by any other individual.
- The user understands and agrees that if they knowingly and intentionally violate the confidentiality provisions of the applicable rules and regulations, they may be subject to termination and subject to liability under applicable law.
- The user understands and agrees that their obligations under the Agreement shall remain in effect following any termination of this Agreement or of their employment with the agency listed on the form.

Privacy

The rights and privileges of clients are of the utmost importance to El Dorado Opportunity Knocks' HMIS project and are crucial to its success. Policies regarding client data are founded on the premise that a client owns their own personal information, and provide the necessary safeguards to protect the interests of clients, agencies, and the Continuum alike.

Personal Identifying Information:

There are four items of information that are known as "personal identifying information": a person's name, social security number, date of birth, and gender. The HMIS uses these items of information to uniquely identify clients within the system. Clients are not required to grant permission to share personal identifying information for use in HMIS to receive services; El Dorado Opportunity Knocks agencies will provide services whether or not clients agree to share their personal identifying information with other agencies in the HMIS. However, clients may be required to provide personal identifying information to prove eligibility for a program or service.

Use of Information

Information clients consent to enter into the HMIS will be used in the following ways:

- By the Continuum of Care, to administer the HMIS, to ensure that the data in the system is accurate and valid, to fix problems in the computer system, and to test the system
- By the Continuum of Care, to prepare reports containing "de-identified" information for the purpose of sharing data and preparing reports for HMIS users, government agencies and policy-makers, and the general public. "De-identified" means that a client's name, social security number, address, zip code, or any other information that could be used to identify the client will **not** appear in any of the data or the reports released by an HMIS user or the Continuum of Care;
- By other agencies participating in HMIS, in order to assist those agencies to more effectively provide and coordinate services for clients.

In addition to the uses above, the Continuum of Care and agencies participating in HMIS may also use and disclose information clients provide us in the following ways:

- For functions related to payment or reimbursement for services;
- To carry out internal administrative functions;
- To report abuse, neglect, or domestic violence, but only to the extent that such reports are required by law;
- To prevent or lessen a serious and imminent threat to the health or safety of a person or the public, including the target of a threat, if permitted by applicable law;
- In response to a warrant, subpoena, summons, or lawful court order, or in response to a written or oral request by a law enforcement official under certain circumstances;
- To a law enforcement official, if we in good faith believe a crime has occurred on our premises;
- To an individual or institution for academic research purposes;
- To authorized federal officials for the conduct of certain national security or certain activities associated with the protection of certain officials.

Client Rights

Clients have the right to see and receive a copy of the information that the El Dorado Opportunity Knocks HMIS maintains about them, except for information compiled in anticipation of litigation, information about another individual, information obtained under a promise of confidentiality, or information that would, if disclosed, endanger the life or safety of another. The El Dorado Opportunity Knocks HMIS Administrator will consider changing any information about a client if the client believes the recorded information is inaccurate.

If a client believes that their privacy rights have been violated, they may send a written complaint to the System Administrator. If the System Administrator is the subject of the complaint, the client may send the complaint to the HMIS Lead Agency. The Agency in question and El Dorado Opportunity Knocks are prohibited from retaliating against a person for filing a complaint.

System Access

The System Administrator will monitor access to system software. The System Administrator will regularly review user access privileges and remove identification codes and passwords from their systems when users no longer require access.

Departing Employees

When an employee with access to the HMIS ends their employment at a participating agency, it is the responsibility of the Agency to contact the System Administrator to delete the departing person's access to the HMIS within 24 hours of their departure.

If an employee is to be terminated and the employee has access to the HMIS, it is the responsibility of the Agency to contact the System Administrator to have them delete the departing person's access to the system as soon as the employee has been advised of the termination.

New HMIS Users Procedure

The Agency must contact the System Administrator when the Agency wishes to add new users of the HMIS to the list of authorized users. New users must read and sign the security agreement and the Agency Administrator in their files must maintain the signed copy for the duration of its validity.

All new system users must attend Security and Ethics training prior to being assigned a user ID. Security and Ethics training must be repeated once each 12 months thereafter. The user is responsible for complying with the security and ethics procedures contained in this document.

Mandatory Training Activities

In order to meet HUD requirements, it is the policy of El Dorado Opportunity Knocks that all users of the HMIS shall attend mandatory training once per calendar year on the subjects of Privacy & Ethics, Data Security and Data Quality. It is the responsibility of the System Administrator to schedule not less than four (4) sessions per year for this training and to publish the schedule to the Agencies for dissemination to agency users.

The System Administrator shall maintain written records of attendance and any user who has not completed the training within each calendar year shall have their access to the HMIS suspended until such training is completed.

Agency Monitoring for Compliance

In order to meet HUD requirements, it is the policy of El Dorado Opportunity Knocks that all agencies that use the HMIS must be reviewed once per calendar year for compliance with the HUD regulations and local policies.

It is the responsibility of the System Administrator to develop a standardized policy review document and to carry out, or assign a designate to carry out, the annual compliance assessment. Agencies must receive a thirty-day advance notice of the scheduled assessment and a copy of the items that will be reviewed. Notice will be sent to the Agency Administrator.

Tahoe Youth and Family Services
Exhibit B
“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

Address of vendor/recipient

(08/13/01)

**Tahoe Youth and Family Services
Exhibit C
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”).

RECITALS

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 (“EPHI”) 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 EPHI 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: _____

**Tahoe Youth and Family Services
Exhibit D
California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual