

## CONTRACT AMENDMENT

**Contract No.:** HHS000115A

**Begins:** July 1, 2020

**Administering Agency:** Health and Human Services

**Ends:** June 30, ~~2021~~**2022**

**Description:** First amendment to this contract between Homeless Resource Council of the Sierras, a nonprofit corporation, hereinafter referred to as "CONTRACTOR" and the County of Placer, hereinafter referred to as "COUNTY," to increase compensation by \$96,863 for a revised total of \$150,026 and to extend the term of the contract to June 30, 2022. All of these changes are reflected in Exhibit **B-1**.

WHEREAS, COUNTY wishes to utilize the US Department of Housing and Urban Development's Continuum of Care Program to promote communitywide commitment to the goal of ending homelessness, and

WHEREAS, CONTRACTOR has a long-standing working relationship with COUNTY to coordinate the homeless continuum of care, and has agreed to provide services to assist in this venture as outlined below, and

**WHEREAS, other COUNTY divisions need access to the Homeless Management Information System (HMIS), therefore funds are being added to purchase additional licenses and the term of the agreement will also be extended, and**

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement, and

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties **effective July 1, 2020, the following amendment is made to the original contract, additions are shown in bold italics, deletions are shown in strike-through:**

3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit **BB-1**, titled Payment Provisions. The payment specified in Exhibit **BB-1** shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed ~~FIFTY-THREE THOUSAND ONE HUNDRED SIXTY-THREE AND 00/100 DOLLARS (\$53,163)~~ **ONE HUNDRED FIFTY THOUSAND TWENTY-SIX DOLLARS (\$150,026)**. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

5. **INVOICES:**

5.1. 5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1st and June 15th shall be received by COUNTY by 5pm June 20th, and invoices for actual services provided between June 16th and June 30th shall be received by COUNTY by 5pm July 15th. For all other contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit **BB-1**, titled Payment Provisions shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30 day timeline.

5.2. Invoices for payment shall be submitted to the following address, shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR'S letterhead and shall include the contract number, the

CONTRACTOR name and remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless it is legally permissible and there is a necessary business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted:

Placer County HHS Fiscal  
Attn: Accounts Payable  
3091 County Center Drive, Suite 290  
Auburn, CA 95603  
Email: [HHSPayables@placer.ca.gov](mailto:HHSPayables@placer.ca.gov)

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit **BB-1**, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
7. **CONTRACT ADMINISTRATOR:**
- 7.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement
- 7.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.
- 7.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

~~Kathie Denton~~ **Jamie Gallagher, Work Out of Class Program  
Manager**  
Placer County Adult System of Care  
11512 B Avenue  
Auburn, CA 95603  
530.886-2974-7283

31. **SIGNATURES:** *This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.*

*// Signatures on the following page*

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this contract amendment as of the day first above stated:

<p>HOMELESS RESOURCE COUNCIL OF THE SIERRAS ("CONTRACTOR")*</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p><input type="checkbox"/> Chair of the Board, <input type="checkbox"/> President, or <input type="checkbox"/> Vice President</p> <p>Date: _____</p>
<p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p><input type="checkbox"/> Secretary, <input type="checkbox"/> Asst. Secretary, <input type="checkbox"/> Chief Financial Officer, or <input type="checkbox"/> Asst. Treasurer</p> <p>Date: _____</p>

<p>COUNTY OF PLACER ("COUNTY")</p> <p>_____</p> <p>Director of Health &amp; Human Services</p> <p>Date: _____</p>
<p>Approved as to Form Office of Placer County Counsel</p> <p>_____</p> <p>Date: _____</p>

***With the exception of Exhibit B-1 exhibits are not attached. Please reference original agreement to view the exhibits that have not changed.***

**EXHIBITS:**

Exhibit **BB-1** – Payment Provisions – Exhibit B-1 replaces Exhibit B in its entirety.

\*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

**PAYMENT PROVISIONS**

This is a cost reimbursement contract. CONTRACTOR will be reimbursed based on its actual cost, in accordance with the Budget below, and subject to other limitations and specifics contained in this Agreement and at law. Specifically, when invoicing for reimbursement of HMIS licenses, CONTRACTOR needs to include name on license and name of requestor.

This payment provision is subject to modification with approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement and limited to moving identified funding amounts between lines.

<b>ACTIVITY</b>	<b>AMOUNT</b>
Continuum of Care and Emergency Solutions Grant Coordination - 20-21	\$18,507
Annual Homeless Count Coordination - 20-21	\$2,760
Development of New Collaborative Activities and Grant Applications Specific to Placer County - 20-21	\$15,613
HMIS licenses for Adult System of Care Homeless Service Providers - 20-21	\$5,700
HMIS licenses for Adult System of Care Renewal Fees and Training - 20-21	\$5,700
HMIS licenses for Human Services Homeless Service Providers - 20-21	\$5,700
HMIS licenses for Human Services Homeless Renewal Fees and Training - 20-21	\$4,750
HMIS licenses for Public Health Homeless Service Providers - 20-21	\$5,700
HMIS licenses for Public Health Renewal Fees and Training - 20-21	\$4,750
Operations - 20-21	\$1,000
Administration - 20-21	\$4,833
<b>TOTAL - 20-21</b>	<b>\$75,013</b>
Continuum of Care and Emergency Solutions Grant Coordination - 21-22	\$18,507
Annual Homeless Count Coordination - 21-22	\$2,760
Development of New Collaborative Activities and Grant Applications Specific to Placer County - 21-22	\$15,613

HMIS licenses for Adult System of Care Homeless Service Providers - 21-22	\$5,700
HMIS licenses for Adult System of Care Renewal Fees and Training - 21-22	\$5,700
HMIS licenses for Human Services Homeless Service Providers - 21-22	\$5,700
HMIS licenses for Human Services Homeless Renewal Fees and Training - 21-22	\$4,750
HMIS licenses for Public Health Homeless Service Providers - 21-22	\$5,700
HMIS licenses for Public Health Renewal Fees and Training - 21-22	\$4,750
Operations - 21-22	\$1,000
Administration - 21-22	\$4,833
<b>TOTAL - 21-22</b>	<b>\$75,013</b>
<b>GRAND TOTAL</b>	<b>\$150,026</b>