



**AMENDMENT NO. 6  
TO  
CONTRACT NO. MA-042-20010815  
FOR  
HOUSING AND DISABILITY INCOME ADVOCACY PROGRAM**

This Amendment ("Amendment No. 6") to Contract No. MA-042-20010815 for Housing and Disability Income Advocacy Program is made and entered into upon execution of all necessary signatures between Friendship Shelter, Inc., a private non-profit corporation ("Contractor"), with a place of business at 1335 South Coast Highway, Laguna Beach, CA 92651, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, Contractor and County, through its OC Community Resources (OCCR), executed Contract No. 18-23-0061-HDAP for Housing and Disability Income Advocacy Program, effective May 1, 2019 through June 30, 2020, in an amount not to exceed \$216,843 (Contract); and

WHEREAS, the Parties executed Amendment No. 1 to extend the Contract for one year, effective July 1, 2020 through June 30, 2021, to change County's administrating agency from OCCR to Health Care Agency (HCA), to change the Contract Number from 18-23-0061-HDAP to MA-042-20010815, to replace Attachment B (Payment/Compensation) with Attachment B-1 (Payment/Compensation), and to add general terms and conditions in the Contract; and

WHEREAS, the Parties executed Amendment No. 2 to increase the Contract's amount not to exceed by \$329,284 for a new total amount not to exceed \$546,127, to replace Attachment A (Scope of Services) with Attachment A-1 (Scope of Services), to replace Attachment B-1 (Payment/Compensation) with Attachment B-2 (Payment/Compensation), to replace Attachment C (Budget Schedule) with Attachment C-1 (Budget Schedule), and to replace Attachment D (Staffing Plan) with Attachment D-1 (Staffing Plan); and

WHEREAS, the Parties executed Amendment No. 3 to increase the Contract's amount not to exceed by \$306,410 for a new total amount not to exceed \$852,537, to replace Attachment A-1 (Scope of Services) with Attachment A-2 (Scope of Services), to replace Attachment C-1 (Budget Schedule) with Attachment C-2 (Budget Schedule), and to replace Attachment D-1 (Staffing Plan) with Attachment D-2 (Staffing Plan); and

WHEREAS, the Parties executed Amendment No. 4 to extend the Contract for one year, effective July 1, 2021 through June 30, 2022, with no additional funds; and

WHEREAS, the Parties executed Amendment No. 5 to modify the budget, with no additional funds, and to replace Attachment C-2 (Budget Schedule) with Attachment C-3 (Budget Schedule); and

WHEREAS, the Parties now desire to enter into this Amendment No. 6 to increase the Contract's amount not to exceed, to replace Attachment B-2 (Payment/Compensation) with Attachment B-3 (Payment/Compensation), and to replace Attachment C-3 (Budget Schedule) with Attachment C-4 (Budget Schedule); and

NOW, THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract's amount not to exceed is increased by \$349,524, for a new total amount not to exceed \$1,202,061.
2. Attachment B-2 (Payment/Compensation) of the Contract (incorrectly labelled as Exhibit B-2, Payment/Compensation in Amendment No. 2) is deleted in its entirety and replaced with Attachment B-3 (Payment/Compensation).
3. Attachment C-3 (Budget Schedule) of the Contract is deleted in its entirety and replaced with Attachment C-4 (Budget Schedule).

This Amendment No. 6 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 6 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 6 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 6 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: FRIENDSHIP SHELTER, INC.**

Rick Scott	Chief Operating Officer
_____ Print Name	_____ Title
DocuSigned by: <i>Rick Scott</i>	12/22/2021
_____ BF478D276D18483...	_____ Date
_____ Print Name	_____ Title
_____ Signature	_____ Date

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**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

_____ Print Name	Deputy Purchasing Agent
_____ Signature	_____ Title
_____ Signature	_____ Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
Orange County, California

Brittany McLean	Deputy County Counsel
_____ Print Name	_____ Title
DocuSigned by: <i>Brittany McLean</i>	12/23/2021
_____ 9713A4061D4343D...	_____ Date

**ATTACHMENT B-3****PAYMENT/COMPENSATION****1. COMPENSATION:**

This is a cost reimbursement Contract between County and Contractor as set forth in Attachment A-2. Scope of Services attached hereto and incorporated herein by reference. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. County has no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with paragraphs C and P of the County's General Terms and Conditions.

**2. FIRM DISCOUNT AND PRICING STRUCTURE:**

Contractor guarantees that prices in this Contract are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

**3. PAYMENT TERMS:**

A. Contractor must submit invoices for activities/services under this Contract to the address specified below upon the completion of the activities/services and approval of the County Project Manager. Payment will be net thirty (30) calendar days after receipt of an invoice, in a format acceptable to County and verified and approved by HCA, subject to routine processing requirements of County. The responsibility for providing an acceptable invoice rests with Contractor. Billing must cover services not previously invoiced. Contractor must reimburse County for any monies paid to Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by County do not preclude County's right from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. Invoice(s) must be sent to:

Orange County Health Care Agency  
405 W. 5<sup>th</sup> St. Suite 600  
Santa Ana, CA 92701  
[csinvoices@ochca.com](mailto:csinvoices@ochca.com)

B. All payments are interim payments only, and subject to Final Settlement. Contractor will be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Contract's amount not to exceed stated in this Contract, and provided further, Contractor's costs are reimbursable pursuant to County, state, and federal regulations.

1. In support of the monthly invoices, Contractor must submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Attachment B-3 to the Contract. County will use the Expenditure and Revenue Report to determine payment to Contractor as specified in Subparagraphs B.2. and B.3., below.

2. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, County may reduce County's payments to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor and the year-to-date actual cost incurred by Contractor.
  3. If, at any time, Contractor's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, County may authorize an increase in the amount paid to Contractor by an amount not to exceed the difference between the year-to-date provisional amount payments to Contractor and the year-to-date actual cost incurred by Contractor.
  - C. Contractor's invoicing must be on a form approved or supplied by County and must provide such information as County requires. Invoices are due the twentieth (20th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to Contractor should be released by County no later than thirty (30) calendar days after receipt of the correctly completed invoice.
  - D. All invoices submitted to County must be supported, at Contractor's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.
  - E. County may withhold or delay any payment if Contractor fails to comply with any provision of the Contract.
  - F. County will not reimburse Contractor for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent contract.
4. **REPORTS:**
- A. Contractor must maintain records and make statistical reports as required by County and CDSS on forms provided by either agency.
  - B. FISCAL
    1. Contractor must submit monthly Expenditure and Revenue Reports to County. These reports must be on a form acceptable to, or provided by, County and must report actual costs and revenues for Contractor's program described in Attachment A-2 to the Contract. County must receive the reports no later than the twentieth (20th) day following the end of the month being reported. Contractor must request in writing any extensions to the due date of the monthly required reports. If County approves an extension, the total extension will not exceed more than five (5) calendar days.
    2. Contractor must submit monthly Year-End Projection Reports to County. These reports must be on a form acceptable to, or provided by, County and must report anticipated year-end actual costs and revenues for Contractor's program described in Attachment A-2 to the Contract. These reports must include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports must be submitted in conjunction with the Monthly Expenditure and Revenue Reports.
  - C. STAFFING – Contractor must submit monthly Staffing Reports to County. These reports must be on a form acceptable to, or provided by, County and must, at a minimum, report the actual FTEs of the positions stipulated in Attachment D-2 and must include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as County may require. County must receive the reports no later than twenty (20) calendar days following the end of the month being reported. If County approves an extension, the total extension will not exceed more than five (5) calendar days.

**5. INVOICING INSTRUCTIONS:**

Contractor must provide a monthly invoice on Contractor's letterhead for services rendered.

Each invoice must include the following information:

1. A unique invoice number without spaces or dashes
2. Contract Number
3. A description of services provided
4. Total amount claimed
5. The invoice is for services provided within the contract period
6. The invoice is billing the County of Orange or Health Care Agency or both
7. Contractor's name
8. Contractor remittance address
9. Date
10. Expenditure and Revenue (E&R) Report (as an attachment)

**ATTACHMENT C-4**  
**BUDGET SCHEDULE**

Housing and Disability Income Advocacy Program Budget – Friendship Shelter

	Total
ADMINISTRATION COSTS	
Salaries	\$4,127
Benefits	\$949
Services and Supplies	\$9,129
Indirect/HMIS	\$76,777
ADMINISTRATION SUBTOTAL COSTS	\$90,982
PROGRAM COSTS	
Salaries and Benefits	\$534,330
Services and Supplies	\$545,109
Subcontractor Costs	\$31,640
PROGRAM SUBTOTAL COSTS	\$1,111,079
TOTAL COSTS	\$1,202,061