

AMENDMENT NO. 5 TO CONTRACT MA-017-22011885 FOR COORDINATED ENTRY SYSTEM FOR INDIVIDUALS

This Amendment to Contract MA-017-22011885 for Coordinated Entry System for Individuals is made and entered into upon execution of all necessary signatures between Friendship Shelter, Inc., a California nonprofit corporation (Contractor) and the County of Orange, a political subdivision of the State of California (County). Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-21011195 for Coordinated Entry Systems for Individuals effective February 23, 2021, through June 30, 2023, in an amount not to exceed \$1,076,333 ("Contract"); and

WHEREAS, the Parties entered into Amendment No. 1 to modify the budgets for Period Two and Period Three, replace the Budget table in Exhibit A. Paragraph II. Budget, and replace the Staffing table in Exhibit A. Paragraph VI. Staffing; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A. Paragraph III. Payments to add advance payment language to the Contract, at no additional cost to the County; and

WHEREAS, the Parties executed Amendment No. 3 to change the administrating agency from OC Health Care Agency (HCA) to the County Executive Office (CEO), changed the Contract Number from MA-042-21011195 to MA-017-22011885, effective July 1, 2022; changed all references in the Contract from HCA to CEO, replaced Reference Contract Provisions, deleted Paragraph IV. Compliance; and

Attachment A

WHEREAS, the Parties executed Amendment No. 4 to replace Exhibit A. Full-Time Equivalents (FTEs) Staffing table; and

WHEREAS, the Parties now desire to enter into this Amendment No. 5 to renew the Contract for one additional year, effective July 1, 2023, through June 30, 2024, in the amount of \$431,210, for a new Contract not to exceed amount of \$1,507,543, replace Referenced Contract Provisions, replace the Acronyms Section, replace the Alteration of Terms Section, replace Licenses and Laws Section, replace Minimum Wage Laws Section, replace the Nondiscrimination section, remove the Revenue Section, amend Exhibit A of the Contract to replace the Common Terms and Definitions section, replace the Budget section, replace the Payments Section, replace the Services Section, and replace the Staffing section; and

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

1. Referenced Contract Provisions Section is hereby amended and replaced in its entirety as follows:

REFERENCED CONTRACT PROVISIONS

Term: February 23, 2021; through June 30, 2024

Maximum Obligation: \$1,507,543

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: CE4UE7M3SGA5

CONTRACTOR TAX ID Number: 33-0219404

Notices to COUNTY and CONTRACTOR:

COUNTY: County Executive Office CONTRACTOR: Friendship Shelter, Inc.

County Procurement Office 24361 El Toro Rd. Ste 215 400 W. Civic Center Dr. 5th Fl Laguna Woods, CA 92637

Santa Ana, CA 92701 Dawn Price

CEOCareCoordination@ocgov.com dprice@friendshipshelter.org

2. Section I. Acronyms is hereby amended to add the following Acronyms:

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A.	AB	Assembly Bill
В.	AB 109	Assembly Bill 109, 2011 Public Safety Realignment
C.	AIDS	Acquired Immune Deficiency Syndrome
D.	APR	Annual Performance Report
F.	BCSH	Business, Consumer Services and Housing Agency
G.	BHS	Behavioral Health Services
H.	Cal ICH	California Interagency Council on Homelessness
I.	CDBG	Community Development Block Grant
J.	CDSS	California Department of Social Services
K.	CEO	County of Orange County Executive Office
L.	CFDA	Catalog of Federal Domestic Assistance
M.	CalWORK	s California Work Opportunity and Responsibility for Kids
Q.	CPP	Care Plus Program
R.	CSW	Clinical Social Worker
Y.	DHCS	California Department of Health Care Services
AC.	ESG	Emergency Solutions Grant
AD.	ES	Emergency Shelter
AJ.	HCD	California Department of Housing and Community Development
AK.	HCV	Housing Choice Voucher
AL.	HHAP	Homeless, Housing, Assistance and Prevention
AM.	HIV	Human Immunodeficiency Virus
AO.	HOME	HOME Investment Partnership Program
AS.	LCSW	Licensed Clinical Social Worker
AU.	MHP	Mental Health Plan
AW.	OCCR	Orange County Community Resources
BE.	PSH	Permanent Supportive Housing
BL.	RRH	Rapid Rehousing
BM.	SB	Senate Bill
BN.	SOCDIS	System of Care Data Integration System
BR.	SPA	Service Planning Area

Substance Use Disorder

BS.

SUD

BT. TAY Transitional Aged Youth

BW. VASH Veterans Affairs Supportive Housing

BX. YAB Youth Advisory Board

3. Section II. Alteration of Terms Section is hereby amended and replaced in its entirety as follows:

II. ALTERATION OF TERMS

A. This Contract, together with Exhibits A and B, and Attachment A, attached hereto and incorporated herein by this reference, fully express the complete understanding of COUNTY and CONTRACTOR with respect to the services and obligations under this Contract.

B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits thereof, whether written or verbal, made by the Parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Contract, which has been formally approved and executed by both Parties.

4. Section XVII. Licenses and Laws is hereby amended and replaced in its entirety as follows:

XVII. COMPLIANCE WITH LAWS, FUNDING REQUIREMENTS AND LICENSES

A. CONTRACTOR represents and warrants that services to be provided under this Contract shall fully comply, at CONTRACTOR'S expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws and funding requirements applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph "XV" above, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

B. Funds provided under this Contract must be used solely for the purposes identified in in this Contract. In accordance with Paragraph "XV" above, CONTRACTOR agrees to indemnify, defend, and hold harmless the County of Orange for any sums the State or Federal government contends or determines CONTRACTOR used in violation of this Contract. CONTRACTOR shall immediately return to the COUNTY any funds the COUNTY or any responsible State or Federal agency, including the Department of Treasury, determines the CONTRACTOR has used in a manner that is inconsistent

with this Contract or as a result of noncompliance with any appliable regulations or funding requirements. The provisions of this paragraph shall survive termination of this Contract.

- C. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies.
 - D. Enforcement Of Child Support Obligations
 - 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Contract.
 - 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Contract:
 - a) In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;
 - b) In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
 - 3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.
- 5. Section XX. Minimum Wage Laws Section, is hereby amended and replaced in its entirety as follows:

XX. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all of its officers, agents, employees, affiliates and

subcontractors ("Covered Individuals") that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

- B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Contract.
- C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.
- 6. Section XXI. Nondiscrimination Section, is hereby amended and replaced in its entirety as follows:

XXI. NONDISCRIMINATION

A. EMPLOYMENT

- 1. During the term of this Contract, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners or discriminate between domestic partners and spouses of those employees, in the provision of benefits.

- 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.
- 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
- 6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining Contract or other contract, or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
- B. SERVICES, BENEFITS AND FACILITIES CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:
 - 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
- 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
- 4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided

any service and/or benefit.

- 5. Assignment of times or places for the provision of services.
- C. COMPLAINT PROCESS CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.
- 1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
- 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.
- D. PERSONS WITH DISABILITIES CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.
- E. RETALIATION Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.
- F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.
- 7. Section XXIX. Revenue is hereby deleted and replaced in its entirety as follows to maintain contract paragraph numbering:

XXIX. Intentionally Omitted

- 8. Exhibit A, I. Common Terms and Definitions Section is hereby amended to add the following Common Terms and Definitions:
 - 3. <u>Care Plus Program (CPP)</u> means a comprehensive approach to service delivery for Orange County's most vulnerable Participants. It offers enhanced care coordination, aiming to expedite supportive service linkages quickly and efficiently, by connecting Participants to the most appropriate services and resources across behavioral health, corrections, healthcare, housing and homelessness, and benefits and supportive services.
 - 9. County of Orange Standards of Care for Emergency Shelter Providers (Standards of Care) are a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidenced-based participant services, core organizational and administrative functions, and facility design and operations.
 - 10. <u>Cultural Competency</u> means consideration for cultural and linguistic factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. The Program must have the capacity to accommodate special populations within the general population (i.e., youth, LGBTQIA, Participants with disabilities, veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement to policy implementation, and to service delivery procedures and philosophies.
 - 13. <u>Family</u> means household with at least one minor child and one adult over the age of 18, household with an expectant mother, or household that are working towards reunification with minor children referred by the County or any other referral partner.
 - 14. <u>Harm Reduction</u> are policies, procedures, and practices that aim to reduce the negative consequences of behaviors that are detrimental to the Participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, choosing to sleep outside, etc.). In shelter settings, harm reduction is intended to prevent a Participant's termination from the Program based solely on his or her inability to stop engaging in harmful behaviors.
 - 16. <u>Housing First Principles</u> include Access to a Program is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions; support services are available but are voluntary, participant-driven, individualized, and flexible; and services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use are a part of some participants' lives. Participants are engaged in

nonjudgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.

- 19. <u>Individuals</u> refers to adults aged 18 and older. Individuals may be single person households and adult-only households.
- 21. <u>Motivational Interviewing</u> is directive, Participant-centered counseling style for eliciting behavior change by helping Participants to explore and resolve ambivalence.
- 24. <u>Progressive Engagement</u> means a flexible, targeted and efficient approach to service delivery. It recognizes each household's strengths and needs that can change over time, targeting resources to meet those needs and ensuring that the most intensive resources remain available to those with the greatest needs. Progressive Engagement is a practice of helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are applied to those households who struggle to stabilize.
- 27. <u>System of Care Data Integration System (SOCDIS)</u> means a project that integrated nine databases, creating one Virtual Client Record with a Participant's demographics, program history and service utilization. Interdepartmental data and information sharing is facilitated by a Multi-Disciplinary Team that meets twice a month to coordinate care for high utilizers accessing County services/programs.
- 28. <u>Transitional Aged Youth (TAY)</u> refers to individuals who are between the ages of 18 to 24 at program entry. Transitional Aged Youth may also include households whose head of households is between the ages of 18 to 24.
- 29. <u>Trauma-Informed Care</u> requires that every part of the Program's design and operation be approached with an understanding of trauma and the impact it has on those receiving services.
- 9. Exhibit A, Section II. Budget is hereby amended and replaced in its entirety as follows:

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR. CONTRACTOR must match all grant funds with no less than 25 percent of funds or in-kind contributions from other sources.

	PERIOD 1	PERIOD 2	PERIOD 3	PERIOD 4
ADMINISTRATIV				
E COSTS				
Salaries	\$0	\$0	\$0	\$19,554.40
Benefits	\$0	\$0	\$0	\$4,497.61
Services and				
Supplies	\$0	\$0	\$0	\$3,456.00
Indirect Costs	\$19,452	\$39,000	\$39,000	\$6,792.00
TOTAL				
ADMINISTRATIO				
N COSTS	\$19,452	\$39,000	\$39,000	\$34,300.42
PROGRAM				
COSTS				
Salaries	\$76,941	\$186,294	\$188,462	\$198,526.16
Benefits	\$17,642	\$42,025	\$45,512	\$45,483.83
Services & Supplies	\$10,272	\$26,196	\$22,268	\$17,700.00
Subcontractors	\$61,106	\$137,695	\$135,968	\$135,200.00
Start-Up Costs	\$28,500	\$0	\$0	
SUBTOTAL				
PROGRAM				
COSTS	\$194,461	\$392,210	\$392,210	\$396,909.99
TOTAL GROSS				
COSTS	\$213,913	\$431,210	\$431,210	\$431,210.41
REVENUE				
CoC PROGRAM –				
CES GRANT	\$213,913	\$431,210	\$431,210	\$431,210.00
TOTAL MATCH				
(25%)	\$53,478.25	\$107,802.50	\$107,802.50	\$107,802.50
TOTAL REVENUE	\$213,913	\$431,210	\$431,210	\$431,210.00
TOTAL				
MAXIMUM	\$213,913	\$431,210	\$431,210	\$431,210.00

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its Participants, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing

Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP. An indirect cost rate is not approved for this Contract.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Contract.

10. Exhibit A, Section III. Payments is hereby amended and replaced in its entirety as follows:

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears. Upon execution of Contract the provisional amount of \$46,353.25, for one month of service, and \$28,500 in start-up funds may be invoiced by CONTRACTOR and paid by COUNTY. Upon execution of Amendment No. 5 to the Contract, the provisional amount of \$35,934.17, for one month of services may be invoiced by CONTRACTOR and paid by the COUNTY at the beginning of each CONTRACT Period. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Contract, and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid. ADMINISTRATOR may, at its discretion, pay advance payments for anticipated costs.

1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.

ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.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, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR's 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, ADMINISTRATOR may authorize an increase in the provisional amount payment 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.
- B. CONTRACTOR's invoicing shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. 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.
- C. All invoices to COUNTY shall 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.
- D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Contract.
- E. ADMINISTRATOR shall reconcile the provisional payment in the last three (3) months of the fiscal year by deducting no more than 50% of the provisional payment each month.
- F. COUNTY shall 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.
- G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Contract.
- 11. Exhibit A, Section V. Services is hereby amended and replaced in its entirety as follows:

V. SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The COUNTY serves as the CES Lead for the Orange County CoC and is responsible for the implementation of a CES that address the needs of persons experiencing homelessness in Orange County, including adult only households, families with minor children, veterans and Transitional Aged Youth. The primary goal of CES is to facilitate a participant-centered process that streamlines access to the most appropriate services and housing interventions for individuals experiencing homelessness or at risk of experiencing homelessness in Orange County. The CES aims to meet individualized preferences and needs with the goal of supporting participants return to stable housing. Persons experiencing homelessness and at risk of experiencing homelessness gain access to housing and supportive services more seamlessly through regionally coordinated access.

b. The CES embraces a Housing First approach and offers services and housing to persons experiencing homelessness without preconditions (such as sobriety, mental health treatment, or a minimum income threshold) or service participation requirements. The primary goals in the Housing First model are rapid placement and stabilization into permanent housing. The CES promotes the use of diversion and solution-focused problem-solving strategies to effectively resolve a participant's housing crisis at the point of engagement and during ongoing engagement with the CES collaborating agencies. CES collaborating agencies include COUNTY departments, nonprofit homeless service providers and community-based organizations.

c. The purpose of this CONTRACT is for the CONTRACTOR to serve as the Regional Coordinator for the Individual CES for the North, Central and South Service Planning Areas (SPAs) in Orange County. The CONTRACTOR will promote robust service coordination within and across SPAs, ensure alignment with the CES requirements, and lead strategic initiative and collaborative efforts that facilitate access to the System of Care, primarily housing resources. The CONTRACTOR will support in the implementation of diversion and solution-focused problem-solving strategies to decrease the length of time individuals experience homelessness and maximize the appropriate use of available housing resources.

2. Program Description Summary

a. The CONTRACTOR will primarily be responsible for developing collaboration between public and private agencies, including but not limited to COUNTY Departments, homeless service providers and community-based organizations. The CONTRACTOR will ensure that the Individual CES is accessible to and serves individuals who are experiencing homelessness or at risk of experiencing homelessness in Orange County. The CONTRACTOR for the Individuals CES for the North, Central and South SPA of Orange County will be required to fulfill four (4) key competency areas – (1) leadership, (2) system support and guidance, (3) regional coordination and (4) system partnerships.

- i. Leadership CONTRACTOR shall provide leadership to ensure the CES operates with an efficient, clear and consistent process across respective SPA(s) and in collaboration with all of the SPAs in Orange County in accordance with federal, state and local regulations, policies and procedures.
- ii. System Support and Guidance CONTRACTOR shall provide system support and guidance around the CES core competencies.
- iii. Regional Coordination CONTRACTOR shall assist in facilitating SPA level meetings to increase regional engagement and alignment with CES and to disseminate information at a regional level. The primary goal of these meetings will be to facilitate care coordination to support participants with connections to appropriate housing resources. The SPA level meetings allow for discussions and problem-solving strategies that reflect the SPA's unique needs and resources.
- iv. System Partnerships CONTRACTOR shall be tasked with developing collaboration across public and private agencies within the North, Central and South SPA to support those experiencing homelessness and special subpopulations such as veterans and transitional aged youth. This may be done through the development of a SPA specific Referral Network that includes representatives from different sectors within the System of Care.
- b. The CONTRACTOR will match grant funds with no less than 25 percent of funds or in-kind contributions from other sources. The CONTRACTOR may work with nonprofit organizations and other community partners in obtaining match letters detailing the source of funding and confirming it is not a match for any other funding on an annual basis.
- c. The CONTRACTOR will be subcontracting with Mercy House Living Centers, Inc. (SUBCONTRACTOR) to support in the provision of Regional Coordinator services for the North and Central SPA. The CONTRACTOR will ensure quality of program, providing technical assistance, support and other required activities to SUBCONTRACTORS as part of the operations of the PROGRAM. The SUBCONTRACTORS will support the delivery of contracted services and operations of the PROGRAM.

d. The CONTRACTOR pursuant to the requirements set forth in this Scope of Services and consistent with the requirements of CES and in consultation with the COUNTY will implement this program in the North, Central and South SPA.

3. Referrals and Bed Reservations

- a. The CONTRACTOR will work with the COUNTY and the Virtual Front Door to develop and implement the referral process for eligible Participants to access CES. The referral process at minimum will include the transfer of information from the Virtual Front Door to the CONTRACTOR through the use of HMIS and other secure technologies. This information may be further communicated and shared with Access Points across the SPA for the purposes of facilitating access to CES.
- b. The CONTRACTOR will work with the COUNTY and regional navigation centers and emergency shelter programs (i.e., Bridges at Kraemer Place and Yale Navigation Center) in support of the development and implementation of Bed Reservation module in HMIS.

4. Use of Funds

a. The funds allocated to the CONTRACTOR through this Contract will support the administrative costs, salaries and benefits and services and supplies related to the implementation of the CES Regional Lead for the North, Central and South SPA.

B. PROGRAM DESCRIPTION

- 1. Essential Requirements CONTRACTOR shall:
- a. Maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY's regularly scheduled service hours and holidays. Any change or deviation from this schedule must have prior approval from COUNTY.
- b. Maintain a holiday schedule consistent with the COUNTY's holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.
- c. Have a 24-hour contact available to PROGRAM staff for emergency purposes and communication policies and procedures in place to notify the COUNTY as appropriate.
- d. Have a 24 hour contact available to COUNTY for emergency purposes and to coordinate response as appropriate.
- e. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract complete an initial training on confidentiality and compliance within the first month of support the Contract and annually thereafter to ensure appropriate safeguards are in place to maintain Participant information and PII private, confidential, secure, etc. Additionally, all CONTRACTOR staff and

volunteers will have to sign a confidentiality agreement not to share any Personal Identifiable Information (PII) from any Participant outside of facilitating the CES Regional Lead functions.

- f. Provide regional coordination for the PROGRAM for Participants at-risk of experiencing homelessness and experiencing homelessness in Orange County.
 - 2. Administrative Management Tasks CONTRACTOR shall:
- a. Work in partnership with the COUNTY to deliver the services as outlined in the PROGRAM by being responsive to the needs of the household eligible for services and to the stakeholders functioning as access points and housing providers within the SPA.
- b. Submit policies and procedures for the operations of the PROGRAM, as requested by the COUNTY, for all aspects of services, management plan, staff responsibilities and staff coordination.
 - c. Track PROGRAM costs and ensure eligibility for payment within the funding requirements.
 - d. Operate, maintain, coordinate and staff the resources of the PROGRAM.
- e. Coordinate with COUNTY agencies to provide appropriate supportive services to program Participants including but not limited to Health Care Agency (HCA), Social Services Agency (SSA), and OC Community Resources (OCCR).
- f. Coordinate with COUNTY agencies, the Orange County CoC and community-based organizations on administrative functions such as CES Regional Lead operations meetings, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing as precautionary measures to limit the community spread and exposure to COVID-19.
- g. Enter PROGRAM data into HMIS and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.
 - 3. CES Regional Lead Responsibilities
- a. CONTRACTOR will be responsible facilitating the administration and management of CES for Individuals in the North, Central and South SPA in Orange County ("PROGRAM") in a manner satisfactory to the COUNTY.
- b. CONTRACTOR must provide services related to the administration and coordination of a Regional CES as defined by the regulations governing the CoC Grant program which can be found at 24 CFR part 578. Under the direction of the CoC, CoC Board and in coordination with ADMINISTRATOR
- c. CONTRACTOR shall assist by providing leadership for the following activities, but not limited to:

- i. Acting as primary representative for the CES in respective SPA.
- ii. Supporting the expansion of the CES by engaging new partnering agencies and expanding access points.
 - iii. Providing training and technical assistance related to CES policies and procedures.
- iv. Ensuring consistent communication with CES participating agencies within respective SPA(s).
 - v. Working with regional leadership to create regional goals and strategies towards improving system function and reducing homelessness.
 - vi. Continuous program evaluation, data analysis and soliciting participant and CES partner feedback.
- d. CONTRACTOR shall provide system support and guidance around the CES competencies to ensure:
 - i. to ensure ease of access to CES for the target population;
 - ii. consistent regional use of the CES assessment tool and entry of data;
 - iii. prioritization is a consistent and transparent process; and
- iv. increased communication between CES partnering agencies and housing or supportive service providers
 - e. CONTRACTOR will promote and facilitate regional coordination that will:
- i. Ensure that participants that have been prioritized on the community queue for housing resources are being actively engaged.
- ii. Create coordination between multiple agencies that may be working with the same participant towards their housing goals.
 - iii. Facilitate housing transfers for participants in need of a more appropriate level of care.
- iv. Tracking matched participant's progress towards permanent housing attainment and addressing any impeding barriers.
 - v. Provide consultation and problem solving for difficult situations/scenarios.
- vi. Ensure that leadership from participating agencies are receiving information pertaining to CES operations.
 - vii. Have access to facility/office space to facilitate stakeholder meetings and services.
- 4. CES Grant Funding Responsibilities Additional responsibilities of CONTRACTOR must include but are not limited to the following:

- a. Operate the Program in accordance with the provisions of title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C 11301 et seq. (the "Act") and all requirements of the Continuum of Care Program Rule (the "Rule");
 - b. Monitor and report the progress of the PROGRAM to ADMINISTRATOR;
- c. Maintain confidentiality of records pertaining to any individual that was provided violence prevention or treatment services through the PROGRAM;
- d. The address or location of any violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
- e. Establish operating procedures and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
- f. Use the CES established by the CoC as required by the regulations governing the CoC Grant Program which can be found at 24 CFR 578;
- g. Follow the written standards, developed by the Continuum of Care, for providing Continuum of Care assistance, including those required by the regulations governing the CoC Grant Program which can be found at 24 CFR 578; and
- h. Comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability as applicable to grantees under the program.
 - 5. CES Funds Record Keeping Requirements
- a. CONTRACTOR is responsible for maintaining Participant case files as well as maintaining administrative and financial backup for all services rendered to Participants under this contract in a form and manner that is mirrors the requirements of 24 CFR 578.103 for five (5) years following the closeout of all pending matters related to this Contract. Prior to the destruction or disposition of any of the above-referenced documents or records, CONTRACTOR shall notify COUNTY, in writing, of such intended destruction or disposition at least 60 days in advance.

Additionally, CONTRACTOR must permit a designated COUNTY staff person or other designee to perform periodic reviews and/or audits, not less than one time annually, of such files to ensure program compliance and consistency.

b. COUNTY, HUD, the HUD Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, shall have a reasonable time the right of timely and unrestricted access to any books, documents, papers, or other records of CONTRACTOR, that are pertinent to this Contract in order to make audits, examinations, excerpts, transcripts and copies of such

documents. This right may also include timely and reasonable access to CONTRACTOR personnel for the purpose of interview and discussion related to such documents.

- c. COUNTY will be responsible for tracking and reporting Participant data and program outcomes using the HMIS system (or comparable system). Accordingly, CONTRACTOR shall work cooperatively to provide County with data that conforms to HUD requirements under the CoC Grant Program. In the event any such reports, disclosures or submissions referenced in the aforementioned terms and conditions are required to be included in a report, disclosure or other submission of COUNTY to HUD, CONTRACTOR shall provide such report, disclosure or other submission to COUNTY per the prescribed timeframe minus five days, or as agreed upon by the Parties in writing.
- C. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS The target population for the CES will be defined by U.S. Department of Housing and Urban Development (HUD) criteria for defining at risk of homelessness and those currently experiencing homelessness, Categories 1, 2, 3 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.
 - 1. At Risk of Homelessness An individual who:
 - a. Has an annual income below 30% of median family income for the area; AND
- b. Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the "homeless" definition; AND
 - c. Meets one of the following conditions:
- i. Has moved because of economic reasons two (2) or more times during the 60 days immediately preceding the application for assistance; or
- ii. Is living in the home of another because of economic hardship; or iii. Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; or
- iv. Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; or
- v. Lives in a single room occupancy (SRO) or efficiency apartment unit in which there reside more than two (2) persons or lives in a larger housing unit in which there reside more than one (1) and a half persons per room; or
 - vi. Is exiting a publicly funded institution or system of care; or

- vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved Con Plan.
 - 2. Category 1: Literally Homeless

Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:

- a. Has a primary nighttime residence that is a public or private place not meant for human habitation;
- b. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
- c. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- 3. Category 2: Imminent Risk of Homelessness: persons who will immediately lose their primary nighttime residence provided that residence will be lost within 14 days of the date of application for homeless assistance; no subsequent residence has been identified; and the individual lacks the resources or support networks needed to obtain other permanent housing.
- 4. Category 3: Homeless under other Federal Statues: Unaccompanied youth under 25 years of age who do not otherwise qualify as homeless under this definition, but who are defined as homeless under the other listed federal statutes; have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; have experienced persistent instability as measured by two (2) moves or more in the preceding 60 days; and can be expected to continue in such status for an extended period of time due to special needs or barriers.
 - 5. Category 4: Fleeing/Attempting to flee Domestic Violence

Any individual who:

- a. Is fleeing, or is attempting to flee, domestic violence
- b. Has no other residence; and
- c. Lacks the resources or support networks to obtain other permanent housing

D. PERFORMANCE MEASURES AND MONITORING

- 1. The following performance measures will be a requirement of this contract.
 - a. Complete an annual evaluation to ensure compliance and effectiveness of CES.
- b. Distribute protocols and conduct an assessor training at least once a year which may be conducted in-person, a live or recorded online sessions or a self-administered training, to participating staff at organizations that serve as access points or otherwise conduct assessments.

- c. 10% of PROGRAM participants will be prevented from experiencing homelessness or diverted from experiencing ongoing homelessness with resources available outside of CES.
- d. Average length of time between PROGRAM start date and date of housing move in date will be less than 280 days, with the goal of reducing length of time year over year by 2%.
- e. Increase permanent housing outcomes by 3%, year over year as tracked by the PROGRAM and through the collaborative efforts of the CONTRACTOR.
- f. Track progress and efforts made to achieve function zero for TAY, Veterans and individuals experiencing chronic homelessness.
- 2. The COUNTY shall monitor the performance of CONTRACTOR against the goals, outcomes, milestones and performance standards required herein including the Standards of Care. Substandard performance, as determined by COUNTY, will constitute non-compliance with this Contract for which COUNTY may immediately terminate the Contract. If action to correct such substandard performance is not taken by Operator within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in the Contract. COUNTY shall periodically evaluate CONTRACTOR'S progress in complying with the terms of this Contract. Operator shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to CONTRACTOR.

E. REPORTING REQUIREMENTS

- 1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month/quarter being reported unless otherwise specified. The reporting shall support the COUNTY in evaluating the CONTRACTOR's performance related to participant data, program linkages and units of services. Programmatic reports will include the following:
- a. Daily, CONTRACTOR shall enter the data in HMIS to comply with HUD's data collection, management, and reporting standards and used to collect participant-level data and data on the provision of housing and services to homeless individuals in CES. Additionally, the CONTRACTOR shall adhere to all implementation guidelines developed under the CoC and per Orange County HMIS Standards or amended HMIS Standards, if applicable.
- b. On a monthly basis or as requested, CONTRACTOR shall report the following information to ADMINISTRATOR:
 - i. Unduplicated participants accessing the CES in the SPA

- ii. Number of new participants referred to the Community Queue in the SPA
- iii. Number of CES participants successfully referred or diverted to a permanent housing resource
 - iv. Average length of time homeless of households currently enrolled in the PROGRAM
 - v. Average length of time (in number of days) between PROGRAM start date and date of housing move in; and
 - vi. Number of exits from CES by exit type.
- c. On an annual basis, CONTRACTOR shall report the following information to the ADMINISTRATOR:
- i. Increases and improved process of permanent housing placements for individuals experiencing homelessness;
 - ii. Number of people and households successfully attaining permanent housing;
- iii. Decrease in average length of time homeless for participants who are enrolled in PROGRAM;
- iv. CES analysis and continuous improvement plan addressing the four key components of CES access, assessment, prioritization and referral;
- v. Analysis relating to racial disparities and develop an action plan for racial equity in the SPA; and
 - vi. Number of CES partnership agencies with a goal of increasing partnerships annually.
- vii. PROGRAM evaluation to include quantitative and qualitative measures using data in HMIS and collected from participants and community stakeholders.
- 2. ADMINISTRATOR may request additional program reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested and may allow up to thirty (30) calendar days for CONTRACTOR to respond to request.

F. FILE MAINTENANCE AND DOCUMENTATION

- 1. CONTRACTOR shall prepare all applicable files and perform all administrative management tasks, as indicated in the CONTRACT.
- 2. CONTRACTOR Shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT.

- 3. Records providing a full description of each activity undertaken.
- 4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
- 5. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- 6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from the COUNTY, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to the COUNTY within thirty (30) days after the date received by the Operator.
- 7. Retention: Operator shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.
- 12. Exhibit A, Section VI. Staffing is hereby amended and replaced in its entirety as follows:

VI. STAFFING

- A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:
- 1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
 - 2. Maximize the use of the allocated funds:
 - 3. Ensure timely and accurate reporting;
 - 4. Maintain appropriate staffing levels;
 - 5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the
 - 7. Effectively communicate and monitor the program for its success;
 - 8. Maintain communication between the CONTRACT key staff and Program Administrators; and,
 - 9. Act quickly to identify and solve problems.

B. CONTRACTOR shall make its best effort to ensure that services provided pursuant to the Contract are provided in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall ensure that documents are maintain of such efforts which may include, but are not limited to, records of participation in COUNTY sponsored or other applicable trainings; recruitment and hiring policies and procedures; copies of literature in multiple languages as appropriate, and descriptions of measures taken to enhance accessibility for, and sensitivity to individuals who are physically challenged.

C. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

	PERIOD 1	PERIOD 2	PERIOD 3	PERIOD 4
ADMINISTRATIVE FTEs				
Director of Program Development and				
Compliance				0.05
Accounting & Compliance Assistant				0.05
Contracts Manager				0.01
Director of Human Resources				0.03
Executive Director				0.03
Chief Operations Officer				0.05
TOTAL ADMINISTRATIVE FTEs				0.22
PROGRAM FTEs				
CES Manager	1.00	1.00	0.50	1.00
South SPA Administrator	1.00	1.00	1.00	1.00
CES Data Technician (Lead)	1.00	1.00	1.00	0.80
Director of Program Development &				
Compliance	0.58	0.05	0.05	
Data & Compliance Manager	0.58	0.10	0.05	
Accounting Assistant	0.03	0.03	0.03	0.025
Director of Programs	0.10	0.00	0.00	
Data Technician	0.00	1.00	1.00	0.50
Data and IT Manager				0.04
Director of Services				0.10
TOTAL PROGRAM FTEs	4.28	4.18	3.63	3.47
SUBCONTRACTOR				

North SPA CES Administrator	0.35	1.00	1.00	1.00
Central SPA CES Administrator	0.35	1.00	1.00	1.00
North/Central Data Technician	0.35	0.00	0.00	
Program Manager	0.00	0.02	0.18	
SUBTOTAL SUBCONTRACTOR	1.05	2.02	2.18	2.00
TOTAL FTEs	5.33	6.20	5.81	5.69

- E. CONTRACTOR shall maintain personnel files for each staff member, including the Executive Director and other administrative positions, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.
- F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Contract.

This Amendment No. 5 modifies the Contract and all previous Amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 5 and all previous Amendments and the Contract, the terms and conditions of this Amendment No. 5 prevail. In all other respects, the terms and conditions of the Contract, including its amendments, not specifically changed by this Amendment No. 5, and all previous Amendments remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment. 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 either 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.

Friendship Shelter, Inc., a California Nonprofit Corporation

DAWN PRICE	EXECUTIVE DIRECTOR	
Print Name	Title	
CocuSigned by:		
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8953E407CBD3406	Date	
Print Name	Title	
Time Name	Title	
Signature	Date	_
County of Orange, a political subdivision of	the State of California	
County of Orange, a political subdivision of	the State of California	
County of Orange, a political subdivision of	the State of California	
County of Orange, a political subdivision of Nicole Swain		
	Title State of California Deputy Purchasing Agent Title	
Nicole Swain	Deputy Purchasing Agent	
Nicole Swain Print Name	Deputy Purchasing Agent Title	
Nicole Swain	Deputy Purchasing Agent	
Nicole Swain Print Name Signature APPROVED AS TO FORM	Deputy Purchasing Agent Title	
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Nicole Swain Print Name Signature APPROVED AS TO FORM Office of the County Counsel	Deputy Purchasing Agent Title Date	
Nicole Swain Print Name Signature APPROVED AS TO FORM Office of the County Counsel Orange County, California	Deputy Purchasing Agent Title	
Nicole Swain Print Name Signature APPROVED AS TO FORM Office of the County Counsel Orange County, California MARK BATARSE	Deputy Purchasing Agent Title Date Deputy County Counsel Title	
Nicole Swain Print Name Signature APPROVED AS TO FORM Office of the County Counsel Orange County, California MARK BATARSE Print Name	Deputy Purchasing Agent Title Date Deputy County Counsel Title 3/30/2023	
Nicole Swain Print Name Signature APPROVED AS TO FORM Office of the County Counsel Orange County, California MARK BATARSE Print Name Docusigned by:	Deputy Purchasing Agent Title Date Deputy County Counsel Title	