



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-20010817
FOR
EMERGENCY SOLUTIONS GRANT (CFDA #14.231) – EMERGENCY SHELTER SERVICES**

This Amendment (Amendment No. 1) to Contract No. MA-042-20010817 for Emergency Solutions Grant (CFDA #14.231) – Emergency Shelter Services 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 P.O Box 4252, Laguna Beach, CA 92652, 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. 19-22-0045-ESG for Emergency Solutions Grant (CFDA #14.231) – Emergency Shelter Services, effective July 1, 2019 through June 30, 2020, in an amount not to exceed \$150,000 (Contract); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to amend the Contract to change County’s administrating agency from OCCR to Health Care Agency (HCA) and the Contract Number from 19-22-0045-ESG to MA-042-20010817, to amend specific terms and conditions and Attachments in the Contract, and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

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

1. The Contract is renewed for a term of one (1) year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$152,030 for this renewal term, for a new total maximum obligation of \$302,030; on the amended terms and conditions.
2. County’s administrating agency shall change from OCCR to HCA (ADMINISTRATOR) and the contract number shall change from 19-22-0045-ESG to MA-042-20010817. All references in the Contract to Orange County Community Resources (OCCR) are hereby amended to read as Health Care Agency (HCA).
3. Paragraph 51. Compliance is added to the Contract as follows:

51. Compliance:

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR’s Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract. These elements include:

- a. Designation of a Compliance Officer and/or compliance staff.
- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper compliance.

4. If CONTRACTOR elects to have its own compliance program, code of conduct and any Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed compliance program and code of conduct contain all required elements to ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

5. Upon written confirmation from ADMINISTRATOR's compliance officer that CONTRACTOR's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct, related policies and procedures and contact information for ADMINISTRATOR's Compliance Program.

B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Contract semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services Administration's Excluded Parties List System or

System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own).

2. An Ineligible Person shall be any individual or entity who:

a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or

b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Contract.

4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Contract.

7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training available to Covered Individuals.

1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's Compliance Program shall use its best efforts to encourage completion by all Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete the General Compliance Training when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instruction on group training completion while CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Contract. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall provide copies of the certifications upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper

billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by ADMINISTRATOR.

6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.

7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).

F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of such default."

4. Paragraph AA. Audits/Inspections of the Contract is deleted in its entirety and replaced with the following:

“AA. Inspections and Audit:

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in Paragraph 24. Access and Records, subparagraph B. Record Management and Maintenance of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Contract, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Contract, COUNTY may terminate this Contract as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in

writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be required during the term of this Contract.

E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Contract."

5. Paragraph 24. Access and Records, subparagraph B. of the Contract is deleted in its entirety and replaced with the following:

"B. Record Management and Maintenance.

i. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Contract, prepare, maintain and manage records appropriate to the services provided and in accordance with this Contract and all applicable requirements.

ii. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

iii. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to Client records are met at all times.

iv. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the commencement of the Contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

v. CONTRACTOR shall make records pertaining to the costs of services, Client fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

vi. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

vii. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term as directed by ADMINISTRATOR.

viii. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request."

6. Exhibit 1 OC Community Resources Contract Reimbursement Policy of the Contract is deleted in its entirety.
7. Attachment A Scope of Services of the Contract is deleted in its entirety and replaced with Attachment A-1 Scope of Services.
8. Attachment B Payment/Compensation of the Contract is deleted in its entirety and replaced with Attachment B-1 Payment/Compensation.
9. Attachment C Budget Schedule of the Contract is deleted in its entirety and replaced with Attachment C-1 Budget Schedule.
10. Attachment D Staffing Plan of the Contract is deleted in its entirety and replaced with Attachment D-1 Staffing Plan.

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1, remain in full force and effect.

ATTACHMENT A-1 Scope of Services

1. Scope of Services**A. Activities:**

Friendship Shelter, Inc. ("Contractor") shall perform all services set forth herein and is responsible for administering the program funded with the State of California Emergency Solutions Grant Program ("State ESG") funds, as described as follows, in a manner satisfactory to the County of Orange and consistent with any standards required as a condition of providing State ESG funds including but not limited to 25 CCR 8409.

The HEARTH Act, enacted into law on May 20, 2009, consolidated three homeless assistance programs, administered by HUD under the McKinney-Vento Homeless Assistance Act, into a single grant program. A main revision of the HEARTH Act converted the federal Emergency Shelter Grant program into the Emergency Solutions Grant program (ESG).

The State of California Department of Housing and Community Development (HCD) administers the Emergency Solutions Grant with funding received from the United States Department of Housing and Urban Development (HUD).

State ESG is designed to accomplish the following:

1. Align State ESG with federal ESG and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act;
2. Increase coordination of State ESG investments with local homelessness systems and investments;
3. Invest in the most impactful activities based on key performance goals and outcomes;
4. Shift from an intensive provider competition to locally reliable funding and more streamlined administration; and
5. Improve geographic distribution of funding.

B. Program Description – Summary

Contractors' Alternative Sleeping Location Shelter shall annually serve a total of 200 unduplicated individuals with emergency shelter and essential services as defined in CFR Section 576.102.

C. Eligible Participants

Contractor shall provide services to homeless persons as defined in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act (the Act) (see 42 U.S.C. 11302, et seq., and 24 CFR Parts 91 and 576).

D. Use of Funds

Funds will be used to provide support services and operations of Homeless Emergency Shelter facilities; such as providing support services for homeless clients by providing shelter, staff, transportation, security, meals, insurance, equipment and supplies, and other related eligible costs and expanded supportive services. Work shall be performed in accordance to 25 CCR Section 8403 and ESG federal and state requirements.

2. **Programmatic Responsibilities/ Description of Services**

In addition to the normal administrative services required as part of the Contract, and the Scope of Services, which is incorporated as if fully set herein, the Contractor agrees to meet the following levels of accomplishments:

A. Program Essential Requirements

For the life of the Contract, Contractor shall meet or exceed the following performance metrics:

1. Total number of assisted units/beds:

The Alternative Sleeping Location (ASL) shall support 45 beds for an estimated 200 individuals over a one year period, the initial term of this Contract.

2. Total number of extremely low-income households (at or below 30% of AMI) to be served:

The total number of households at or below 30% AMI is 200 households or 100% for the term of this Contract.

3. Total number of persons experiencing homelessness to be served:

The total number of persons experiencing homelessness to be served is 200 for the term of this Contract.

4. Contractor shall provide temporary shelter, intake assessment, and case management services to individuals to secure permanent housing, increased income, and connections to public benefits and health services as set forth in 24 CFR 576.102. Such connections, as a result of the intake assessment and dependent upon the needs of the individual, may include, but are not limited to:

- a. Counseling
- b. Monitoring and evaluating program participant progress
- c. Providing information and referrals to other providers
- d. Providing ongoing risk assessment and safety planning for those in need
- e. Developing and individualized housing and service plan for permanent housing stability
- f. Child care services

- g. Education services
- h. Employment assistance and job training
- i. Outpatient health services
- j. Legal services
- k. Life skills training
- l. Mental health and substance abuse treatment services
- m. Transportation

5. Contractor shall utilize and participate in the County Coordinated Entry System (CES) for individuals; meet CES requirements of 24 CFR part 576.400(d) or 24 CFR part 578.7(a)(8) and related HUD requirements.

B. Program Performance Measures

Performance criteria shall be used to assess the level of performance of the Contractor and considered by County of Orange when determining future funding. In order to be considered in compliance with the performance criteria, the Contractor must submit to Health Care Agency a request for reimbursement which demonstrates that Contractor has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the Director.

Failure to achieve performance may cause any remaining balance in this Contract to be reclaimed by County, and will negatively affect future funding to Contractor.

The table below summarizes the performance criteria the Contract will be measured against. The County will also monitor performance using the available Homeless Management Information System (HMIS) reports pertaining to the Program. For the life of the Contract, Contractor shall meet or exceed the following performance metrics:

Emergency Shelter: Essential Services and Shelter Operations	
45	Number of year round beds
0	Number of overflow beds
0	Number of seasonal beds
16,425	Total number of bed nights to be made available
200	Total of unduplicated number of persons to be served
10%	% of participants will move into transitional housing at project exit
30%	% of participants will move into permanent housing at project exit
15%	% of adult participants will obtain earned income at project exit
15%	% of adult participants will obtain cash/non-cash benefits at project exit
80%	% of participants who move into transitional housing or permanent housing will remain housed for 3 months

C. Minimum Requirement Thresholds

The following "Performance and Expenditure Threshold" criteria shall be used to assess the level of performance of the Contractor. Furthermore, the criteria will be considered by County of Orange when determining future funding. In order to be considered in compliance with the performance threshold criteria, the Contractor must, on or before the required milestone date, submit to Health Care Agency a request for reimbursement which demonstrates that Contractor has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the Director.

*Milestone Date	Minimum Required Expenditure and Performance Thresholds
December 1, 2020	50% of Contracted Amount Expended
December 1, 2020	50% of Proposed Accomplishments Met
February 28, 2021	70% of Contracted Amount Expended
February 28, 2021	70% of Proposed Accomplishments Met
April 30, 2021	80% of Contracted Amount Expended
April 30, 2021	80% of Proposed Accomplishments Met

*The required milestone dates are established to comply with state and federal requirements.

Failure to achieve at least the aforementioned 50% drawdown, without written exception approved by the Director, may cause any remaining balance in this Contract to be reclaimed by County, and will negatively affect future funding to Contractor. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the Director, may cause any remaining balance in this Contract to be reclaimed by County, and will impact future funding to Contractor.

D. Eligible Populations to be Served

Assistance will be available for persons who meet each of the following:

1. Persons who are Literally Homeless, Imminently Homeless, or who are Fleeing or Attempting to Flee Domestic Violence according to the definitions below:
 - a. A household who lacks a fixed, regular, and adequate nighttime residence, meaning; sleeping in a place not designed for, or not ordinarily used as, a regular sleeping accommodation, including a car, a park, an abandoned building, a bus or train station, an airport, or a campground. Priority must be given to this subpopulation.
 - b. Living in a shelter designated to provide temporary living arrangements, including congregate shelters, hotels/motels paid for by charitable organizations, or federal/state/local government programs; or
 - c. A household that will imminently lose their primary nighttime residence within fourteen (14) days; or

- d. A household who is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or other dangerous or life threatening conditions related to violence, who:
 - e. Have no identified subsequent residence; and
 - f. Lack the resources and support networks needed to obtain other permanent housing;
 - g. Households with incomes at or below 30% AMI.
 - h. Assistance must be available and accessible to persons County-wide.
2. The minimum eligibility criteria for State ESG participants are as follows:
- a. For essential services related to street outreach, participants must meet the criteria under paragraph (1)(i) of the “homeless” definition under 24 CFR §576.2;
 - b. For emergency shelter, participants must meet the “homeless” definition in 24 CFR §576.2; and
 - c. For essential services related to emergency shelter, participants must be “homeless” and staying in an emergency shelter (which could include a day shelter).

Homeless subpopulations, including, but not limited to, chronically homeless individuals, veterans, developmentally disabled individuals, and victims of domestic violence, who meet the aforementioned minimum eligibility criteria may be served with State ESG funds.

Note: State regulations prohibit subpopulation targeting with ESG funds in homeless prevention and rapid re-housing programs

3. **Contractor’s Administrative Responsibilities**

A. HMIS Data Activities

Contractor shall enter data directly into the HMIS system, and adhere to all implementation guidelines developed under the County of Orange Continuum of Care’s Homeless Management Information System (HMIS). Participation includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated monthly and close-out reports.

- 1. Contractor shall input the collected data no more than the required number of calendar days after date of program entry as set forth by the Continuum of Care’s HMIS Policies and Procedures.
- 2. Contractor’s services rendered to clients shall be entered into HMIS within the required number of calendar days from date of service as set forth by the HMIS Policies and Procedures.
- 3. Contractor’s clients who exit from Program shall update status in HMIS within the required calendar days of the actual exit date as set forth by the HMIS Policies and Procedures.

B. Reporting

Contractor is required to submit monthly County-approved reports in a format acceptable to County by the seventh (7) day of the following month of services rendered, unless otherwise approved by County. These reports shall include, but are not limited to:

1. Contractor shall report eligible activities and data sets such as:
 - a. Number of persons literally homeless, at-risk of homelessness, or currently enrolled in an affordable housing project served
 - b. Number of unsheltered homeless persons served
 - c. The average length of time spent as homeless before entry into the program or project
 - d. The length of time served during program enrollment
 - e. The number of homeless persons exiting the program or project to permanent housing
 - f. The number of persons that return to homelessness after exiting the program or project
 - g. Units of services
 - h. Program and operational costs and activities such as subsidy amount, income levels, and turnaround times
 - i. Additional program-level data as required by County to meet other applicable reporting or audit requirements
2. Contractor will also be required to enter the data into HMIS prior to approval of monthly invoices.
3. Data and due dates for the monthly reports will be items mutually agreed upon with the County and includes data collected through HMIS or comparable database.

C. Match Requirements

Contractor must make matching contributions in an amount that equals the amount of State ESG funds awarded. County will request documentation as part of its monitoring to determine the sources and amounts used to meet the matching requirement (24 CFR Part 576.201; 25 CCR 8410).

D. Technical Assistance and Monitoring

1. County shall actively partner with Contractor to provide technical assistance, proactively resolve issues, and monitor the program activities selected to ensure compliance with State and County requirements at least once during the grant period.
2. County will monitor the performance of the Contractor according to the terms of this Contract and when County deems appropriate.
3. County will monitor the performance of Contractor based on the performance measures used by HUD in ESG or the Continuum of Care program. In the event that performance consistently remains below the minimum requirement thresholds of the performance criteria in sections 2.B. and 2.C. of this Attachment, the Contractor will develop and submit performance improvement plans for County to evaluate.

4. If it is determined that Contractor falsified any certification, application information, financial, or contract report, the Contractor shall be required to reimburse the full amount of the ESG award to the County, and may be prohibited from any further participation in the ESG program. The County may also impose any further actions as prescribed for HUD under 24 CFR 576.501.
 5. As requested by County, the Contractor shall submit all ESG monitoring documentation necessary to ensure that Contractor is in continued compliance with Federal, State, and County requirements. Such documentation requirements and the submission deadline shall be provided by County at the time such information is requested from the Contractor.
- E. Contractor acknowledges that they are required to collaborate with Orange County Continuum of Care and other homeless services agencies, including the participation of the Coordinated Entry system for Emergency Shelter services, as applicable.
- F. Contractor shall comply with all State of California and local regulations including all requirements, and regulations of the State ESG Program, as applicable.
- G. Contractor shall partner with medical or law enforcement in the event of an emergency. With the nature of the population being served on the streets, there is a need to take precautions, should a medical need or emergency arise. The first reaction for any emergency situation would be to call 9-1-1. Contractor staff will be provided with additional emergency contact numbers. All Contractor staff of the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

Attachment B-1 Payment/Compensation

1. COMPENSATION:

This is a cost reimbursement Contract between County and Contractor as set forth in Attachment A-1. 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 shall have 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 quoted 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:

An invoice for activities/services shall be submitted to the address specified below upon the completion of the activities/services and approval of the County Project Manager. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice, in a format acceptable to the County of Orange and verified and approved HCA subject to routine processing requirements of County. The responsibility for providing an acceptable invoice rests with Contractor. Billing shall cover services not previously invoiced. Contractor shall reimburse the County of Orange for any monies paid to Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County 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) are to be sent to:

Orange County Health Care Agency
405 W. 5th St. Suite 600
Santa Ana, CA 92701
csinvoices@ochca.com

4. INVOICING INSTRUCTIONS:

Contractor will provide a monthly invoice on Contractor's letterhead for services rendered. Each invoice will include the following information:

1. A unique invoice number without spaces or dashes
2. A description of services provided
3. Total amount claimed
4. The invoice is for services provided within the contract period

5. The invoice is billing the County of Orange or Health Care Agency or both
6. Contractor's name
7. Contractor remittance address
8. Contractor letterhead
9. Date
10. Expenditure and Revenue (E&R) Report

ATTACHMENT C-1 Budget Schedule**Contractor's Cost Proposal****Friendship Shelter, Inc.****State ESG Emergency Shelter Program – FY 2020-21**

Budget and Matching Funds Friendship Shelter - Emergency Shelter		
Operating Costs	Funds Requested	Match
Emergency Shelter - Essential Services (Staff Costs)	\$45,609	\$27,156
Emergency Shelter - Essential Services (Non-Staff Costs)		
Emergency Shelter - Shelter Operations (Staff Costs)	\$15,203	
Emergency Shelter - Shelter Operations (Non-Staff Costs)	\$83,466	\$297,984
HMIS Data Collection and Reporting (Staff Costs)	\$3,120	
Administration (Staff Costs) <i>OPTIONAL</i>	\$4,632	
Sub-Total	\$152,030	\$325,140
Total	\$477,170	

ATTACHMENT D-1 Staffing Plan**1. Staffing Plan****Project Title: Emergency Shelter – Friendship Shelter, Inc.**

FTE	Title	Activity	Description
1	Program Manager	ES	Oversees program and supervises all staff.
1	Enrollment and Housing Coordinator	ES	Provides case management, housing assessment coordination, manages enrollment process, liaison with the Coordinated Entry system.
1	Housing Navigator	ES	Assists one-on-one with tasks and requirements to qualify for and obtain housing; assists with housing search.
5	Site Supervisors	ES	Provides secure and well-managed shelter environment; day to day support.
1	Van Drivers	ES	Provides transportation to/from City of Laguna Beach bus station as well as to DMV, Social Security office, and other critical offices.

***FTE = Full-Time Equivalent**

Project Manager will direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract.

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the County Project Manager.

County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.

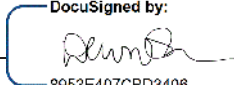
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, 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.

Dawn Price

Print Name
DocuSigned by:

8953E407CBD3406...

Executive Director

Title
4/21/2020

Date

Print Name

Title

Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

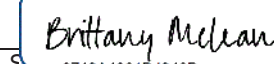
Date

Approved as to Form
Office of the County Counsel
County of Orange, California
Brittany McLean

Print Name

Deputy County Counsel

Title

DocuSigned by:

9713A4061D4343D...

4/21/2020

Date