



**AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-21011197
FOR
COVID-19 RESPONSE RAPID REHOUSING SERVICES
IN NORTH, CENTRAL, AND SOUTH SPA**

This Amendment (“Amendment No. 2”) to Contract No. MA-042-21011197 for COVID-19 Response Rapid Rehousing Services in North, Central and South SPA is made and entered into upon execution of all necessary signatures between Mercy House Living Centers, a private non-profit corporation (“Contractor”), with a place of business at P.O. Box 1905, Santa Ana, CA 92702, 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, the Parties executed Contract No. MA-042-21011197 for COVID-19 Response Rapid Rehousing Services in North, Central and South SPA effective March 23, 2021 through June 30, 2022, in an amount not to exceed \$9,110,656 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to replace the Budget table in Exhibit A, Paragraph II. Budget, Subparagraph A, and to replace the Full-Time Equivalents table in Exhibit A, Paragraph VI. Staffing, Subparagraph C; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to replace Exhibit A with Exhibit A-1; and

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

1. Section (Referenced Contract Provisions), subsection Term is deleted in its entirety and replaced with the following:

“Term: March 23, 2021 through June 30, 2023

1. COVID-19 Response Rapid Rehousing Services

Period One means the period from March 23, 2021 through June 30, 2021

Period Two means the period from July 1, 2021 through June 30, 2022

2. Emergency Housing Voucher Supportive Services

Period Two means the period from July 27, 2021 through June 30, 2022

Period Three means the period from July 1, 2022 through June 30, 2023”

- 2. Section (Referenced Contract Provisions), subsection Maximum Obligation is deleted in its entirety and replaced with the following:

“Maximum Obligation: \$11,409,856

- 1. COVID-19 Response Rapid Rehousing Services

Maximum Obligation: \$9,110,656

- 2. Emergency Housing Voucher Supportive Services

Maximum Obligation: Period Two Maximum Obligation: \$1,427,650

Period Three Maximum Obligation: \$871,550

TOTAL MAXIMUM OBLIGATION: \$2,299,200”

- 3. Exhibit A is deleted in its entirety and replaced with Exhibit A-1

EXHIBIT A-1
 TO THE CONTRACT FOR PROVISION OF
 COVID-19 RESPONSE RAPID REHOUSING SERVICES
 AND EMERGENCY HOUSING VOUCHER SUPPORTIVE SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 MERCY HOUSE LIVING CENTERS
 MARCH 23, 2021 THROUGH JUNE 30, 2023

I. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Access Point refers to the point of entry into the Coordinated Entry System for households experiencing homelessness or at-risk of homelessness.

2. Admission means documentation, by CONTRACTOR, of completion of the entry and program enrollment into HMIS.

3. California Department of Housing and Community Development is a state level government agency that promotes safe affordable homes and sustainable communities by administering state and federal housing programs through grants and loans.

4. Case Management means a process of identification, assessment of need, planning coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.

5. Client or Participant means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Agreement, who are at-risk of homelessness or experiencing homelessness in Orange County.

6. CES means Coordinated Entry System and refers to the mechanism for allocating available housing units into a systematic resource targeting process designed to implement localized priorities for program participants. The CES covers the geographic area of the County and is regionally focused by Service Planning Areas, is easily accessed by individuals and families seeking housing and services, and includes a comprehensive and standardized process used by all service providers in the Orange County System of Care.

7. CES Community Queue refers to a list of eligible participants generated from a standardized assessment. The CES Community Queue is used to refer households to shelter and permanent housing programs, including rapid rehousing and permanent supportive housing, in Orange County.

8. CoC means Continuum of Care, a regional or local planning body that coordinates housing and services funding for homeless families and individuals. The CoC strategizes the community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency. It includes action steps to end homelessness and prevent a return to homelessness.

9. Data Collection System means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Rapid Rehousing Service Programs. The primary data collection system utilized is the Homeless Management Information System (HMIS).

10. Emergency Housing Vouchers (EHV) refers to a program that is available through the American Rescue Plan Act. The United States Department of Housing and Urban Development made housing choice vouchers available to local public housing authorities in order to assist individuals and families who are experiencing homelessness; at risk of homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or were recently homeless or have a high risk of housing instability and for whom providing rental assistance will prevent the participant's homelessness or having high risk of housing instability.

11. Engagement means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the individual(s) to the appropriate services, including street outreach, emergency shelter and housing programs. Engagement of

Participants(s) is the objective of a successful Outreach.

12. Homeless Management Information System (HMIS): A database mandated by the U.S. Department of Housing and Urban Development used to collect participant-level data on the provision of housing and supportive services to individuals and families at risk of homelessness or experiencing homelessness.

13. Housing Navigation is community-based, solution-focused strategy that assist participants with complex and frequent occurring issues that prevent them from accessing and maintaining stable housing.

14. Housing Specialist means a specialized position dedicated to developing the full array of housing options for their program and monitoring their sustainability for the population served in accordance with the minimal housing standards policy set by the COUNTY for their program. The Housing Specialist is also responsible for assisting Participants with applications to low income housing, housing subsidies, senior housing, etc.

15. Information and Referrals refers to the provision of information on community, social, health and government programs in the community that address the needs of Applicants contacting the Virtual Front Door. This may include information to access community health clinics, food pantries, support groups, etc.

16. Intake means the initial meeting between a Participant and CONTRACTOR's staff and includes an evaluation to determine if the Participant meets program criteria and is willing to seek services.

17. Orange County Housing Authority (OCHA) refers to the division with the County of Orange body of government that administers federally funded programs to provide monthly rental assistance to qualified tenants in privately owned rental housing. OCHA will be administering the EHV program in coordination with HCA.

18. Outreach means the outreach to potential Participants to link them to appropriate supportive services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Participant referral sources for the programs they offer.

19. Program Director means an individual who has complete responsibility for the day-to-day function of the program. The Program Director is the highest level of decision-making at a local, program level.

20. Referral means providing the effective connection of a Participant to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Participant has made linkage to the referred service.

21. Service Planning Areas (SPA): The three geographic areas of Orange County

(North, Central, and South) designated for the purposes of promoting increased coordination and collaboration in the delivery of programs and solutions that effectively address homelessness. Reference Attachment A or map of the Orange County SPAs.

22. United States Department of Housing and Urban Development (HUD) is a cabinet-level agency that oversees federal programs designed to help Americans with their housing needs. HUD seeks to increase access to affordable housing.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A to the Agreement.

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement 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.

1. COVID-19 Response Rapid Rehousing Services Budget

	<u>TOTAL</u>
ADMINISTRATION COSTS	
Salaries	\$192,679.00
Benefits	\$57,803.00
Services and Supplies	\$192,722.00
Professional Services Costs	\$48,000.00
Indirect Costs	<u>\$133,320.00</u>
SUBTOTAL ADMINISTRATION COSTS	\$624,524.00
PROGRAM COSTS	
Salaries	\$586,865.00
Benefits	\$180,388.00
Services and Supplies	\$6,636,397.00
Subcontractors	<u>\$1,082,482.00</u>
SUBTOTAL PROGRAM COSTS	\$8,486,132.00
TOTAL GROSS COSTS	\$9,110,656.00
TOTAL REVENUE	\$9,110,656.00
TOTAL MAXIMUM OBLIGATION	\$9,110,656.00

2. Emergency Housing Voucher Supportive Services Budget

	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>	<u>TOTAL</u>
ADMINISTRATION COSTS				
Salaries	\$0	\$103,613.00	\$50,728.00	\$154,341.00
Benefits	\$0	\$31,084.00	\$15,218.00	\$46,302.00

Indirect Costs	\$0	<u>\$0</u>	<u>\$26,098.00</u>	<u>\$26,098.00</u>
SUBTOTAL ADMINISTRATION COSTS	\$0	\$134,697.00	\$92,044.00	\$226,741.00
PROGRAM COSTS				
Salaries	\$0	\$405,075.00	\$405,075.00	\$810,150.00
Benefits	\$0	\$121,523.00	\$121,522.00	\$243,045.00
Services and Supplies	\$0	\$600,527.00	\$114,503.00	\$715,030.00
Subcontractors	\$0	\$155,828.00	\$138,406.00	\$294,234.00
Start-Up	\$0	<u>\$10,000.00</u>	<u>\$0</u>	<u>\$10,000.00</u>
SUBTOTAL PROGRAM COSTS	\$0	\$1,292,953.00	\$779,506.00	\$2,072,459.00
TOTAL GROSS COSTS	\$0	\$1,427,650.00	\$871,550.00	\$2,299,200.00
TOTAL MAXIMUM OBLIGATION	\$0	\$1,427,650.00	\$871,550.00	\$2,299,200.00

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 members, 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, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP.

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly upon receipt of an approved invoice and Expenditure and Revenue Report. CONTRACTOR may invoice the COUNTY upon execution of the Contract for \$607,377 for the first month advance payment. Thereafter, on May 1, 2021 CONTRACTOR may invoice the COUNTY in the amount of \$607,377 for a second advance payment for the second month of the Contract. All other payments are for actual costs. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement 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 Agreement, 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.

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 Agreement. 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 Agreement.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. If an extension is approved by ADMINISTRATOR, the total extension will not

exceed more than five (5) calendar days.

D. PROGRAMMATIC – CONTRACTOR may be required to submit weekly and/or monthly reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR. 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.

E. ADDITIONAL REPORTS – CONTRACTOR shall submit additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the duties and purposes contained in the Agreement. ADMINISTRATOR will provide CONTRACTOR with at least thirty (30) calendar days' notice if such additional reports are required and shall explain any procedures for reporting the required information.

F. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a written Special Incident Report in accordance with the Notices Paragraph of the Agreement. Special incidents shall include, but are not limited to, Participant's suicide or attempted suicide, serious injury, death, criminal behavior, or any other incident which may expose COUNTY or CONTRACTOR to liability.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Reports Paragraph of this Exhibit A to the Agreement.

V. COVID-19 RESPONSE RAPID REHOUSING SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act enacted into law on May 20, 2009, consolidated three homeless assistance programs, administered by the U.S. Department of Housing and Urban Development (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).

b. On March 27, 2020, the Coronavirus Aid Relief and Economy Security (CARES) Act was established to help the nation respond to the COVID-19 pandemic. The CARES Act included an allocation of Emergency Solutions Grants (ESG-CV) funds available to prevent, prepare for, and respond to the impacts of COVID-19 on individuals and families at-risk of homelessness and experiencing homelessness with eligible ESG-CV activities.

c. The COUNTY in coordination and collaboration with the Orange County CoC issued a Request For Proposals to identify Rapid Rehousing Program that can be

operationalized quickly in order to respond to the emergent needs of the community due to COVID-19. Additionally, the COUNTY is implementing the selected Rapid Rehousing Programs in a manner to increase equitable service access across Orange County regardless of where a person is experiencing homelessness.

d. The purpose of this Contract is for the CONTRACTOR to provide Rapid Rehousing Services in the North, Central, and South SPA in support of the COUNTY's implementation of COVID-19 Homelessness Response System. The CONTRACTOR shall perform all services set forth in the program description and will be responsible for administering program funded with ESG-CV funds, as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing ESG-CV funds, including but not limited to 24 CFR 576.

2. Rapid Rehousing Services Program Description Summary

a. Rapid Rehousing Services will be provided for persons experiencing homelessness that have been prioritized through the Coordinated Entry System for services, as well as persons who have received assistance through local initiatives to address the impacts of COVID-19 and are in need of ongoing assistance. This may include, but is not limited to, program participants of Project Roomkey, Project Toolbelt, and Homekey Program. Rapid Rehousing is meant to provide a medium to long term assistance to support people with getting back into permanent housing and sustaining that housing. This will include the following services at minimum:

- i. Intake and assessment
- ii. Housing-focused case management
- iii. Financial assistance
- iv. Housing stabilization
- v. Supportive services

b. CONTRACTOR, pursuant to requirements set forth in this Scope of Services and consistent with ESG-CV requirements shall provide Rapid Rehousing Services to individuals experiencing homelessness in the North, Central, and South SPA Orange County for the period of time that Orange County is in emergency response to COVID-19 and recovering from the impacts of COVID-19.

c. Given the immediate needs faced by communities to respond to COVID-19, the following flexibilities and conditions are allowed for ESG activities under the CARES Act:

i. The funds are exempt from the ESG match requirements, including 24 CFR 576.201

ii. While it is encouraged to offer treatment and supportive services when necessary to assist vulnerable homeless populations, individuals experiencing homelessness

are not required to receive treatment or perform any other prerequisite activities as a condition for receiving ESG-CV housing or services.

d. The CONTRACTOR will be subcontracting with American Family Housing and Friendship Shelter to provide housing search and placement, rental and move-in assistance and housing sustainability services for client households.

3. Use of Funds

a. Funds shall be used to provide contracted services and operations of the PROGRAM, such as providing Rapid Rehousing financial assistance and services in accordance with housing relocation and stabilization and short-term and medium-term assistance requirements set forth by 24 CFR 576.105 and 24 CFR 576.106. This includes:

i. Short-term rental assistance for up to six (6) months of rent

ii. Medium-term rental assistance for more than three (3) months but not more than twelve (12) months of rent

iii. Provide landlord incentives, as approved by the COUNTY and in agreement with the ESG-CV Waivers, to assist Participants in quickly securing rental units and reduce barriers to housing for Participants. Landlord incentives shall not exceed \$3,000 per household and may include double rental deposits, signing bonus for landlords (shall not exceed \$500 per unit) and rental insurance. Prior to the provision of landlord incentives, the CONTRACTOR must receive approval from the COUNTY on proposed landlord incentives.

b. The PROGRAM will also promote connections to service providers, increased housing stability and increased access to benefits and employment resources as needed. Services and operations shall be low-barrier and promote an engagement rich environment in which Participants make connections to supportive services, mainstream benefits and stable housing. PROGRAM staff will provide referral and linkage to other supportive services including physical and behavioral health, employment, education and financial counseling providers.

4. Other ESG Program Requirements – CONTRACTOR shall establish formal policies and inform all participants of the following:

a. Termination and Appeals – Any terminations from the PROGRAM must be done in a formal process that recognizes the rights of the participant, and must meet the following requirements:

i. Written notice to participant containing a clear statement of reasons for termination

ii. A review of the decision, in which the participant is given the opportunity to appeal by written or oral objection before another organization official who did not make or approve the termination decision

- iii. Prompt written notice of the final decision to the participant
 - iv. The termination should occur after examining all extenuating circumstances and only for the most severe cases
 - v. Termination does not bar from providing further assistance to the same participant at a later date
- b. Grievance Procedures – CONTRACTOR shall inform participants of the policy and procedure for grievances and provide participants a copy if requested. Program participant must submit their grievance directly to the CONTRACTOR and complete the CONTRACTOR'S internal grievance process first. The CONTRACTOR has three (3) business days to contact the participant after receiving their grievance and 10 business days to provide a written response to the grievance.
 - i. Participants who completed the CONTRACTOR'S grievance process and received a written response, but still have concerns with the CONTRACTOR'S response have a right to request an appeal. Participants may request a secondary review of the grievance from CONTRACTOR'S leadership.
 - ii. If a participant has completed the CONTRACTOR'S grievance AND appeal process and still have concerns or unresolved grievance, the participant has a right to contact the County of Orange for an additional appeal process.
 - c. Rights to Fair Housing – CONTRACTOR shall inform the participant of their Rights to Fair Housing and have the participant sign a document to acknowledge that they were informed of their rights to fair housing.

C. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

1. The CONTRACTOR is to receive Participant referrals from the CES. These Participants must be experiencing homelessness in the North, Central, and South SPA and should have completed the CES Assessment and provided needed verifications.
2. The CONTRACTOR is to confirm eligibility and review of supporting forms for Participants to ensure they meet the eligible criteria as established by HUD.
3. Eligible Participants are defined by HUD criteria for defining those currently experiencing homelessness per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.
 - a. An individual who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - i. An individual with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or

ii. An individual living in a supervised 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, or local government programs for low-income individuals).

b. An individual who will imminently lose their primary nighttime residence, provided that:

i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

ii. No subsequent residence has been identified; and

iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.

c. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

i. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

d. Any individual or family who:

i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence

against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

ii. Has no other residence; and

iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

D. 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. In addition, CONTRACTOR will be required to operate extended hours at least two (2) evenings or days per week and provide weekend activities to accommodate Participant needs. 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. Operate the PROGRAM to include flexibilities to meet with eligible Participants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors.

d. The PROGRAM will primarily be operated out of offices located at 203 N. Golden Circle, Santa Ana, CA 92705. Services will also be rendered at remote sites throughout each SPA.

e. 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.

f. Have a 24 hour contact available to COUNTY for emergency purposes and to coordinate response as appropriate.

g. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain Applicant information and PII private, confidential, secure, etc.

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.

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 and community-based 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) and CalOptima.
- f. Coordinate with COUNTY agencies, the Orange County CoC and community-based organizations on administrative functions such as Rapid Rehousing Program 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. Rapid Rehousing Program Operations – The CONTRACTOR will be responsible for the provision of Rapid Rehousing Program to Eligible Participants and who does not have incomes higher than HUD's Very Low Income Limit for the Area. Rapid Rehousing costs must be eligible and necessary to help the Participant move as quickly as possible into permanent housing and achieve stability within that housing. The CONTRACTOR shall:

- a. Financial Assistance:
 - i. Conduct an initial evaluation to determine each Participant's eligibility and types and amounts of assistance needed to regain stability in permanent housing
 - ii. Conduct an income evaluation to determine that each Participant has an annual income below 50 percent AMI, in accordance with ESG-CV requirements
 - ii. Conduct re-evaluations for eligibility and types and amounts of assistance needed at least once annually
 - iv. Documentation for Lead-Based Paint disclosure and ESG Minimum Habitability Standards for participant housing units prior to move-in
 - v. Documentation for entry into lease or rental agreements with each owner before providing rental assistance payments, including arrears, to owner
 - vi. Financial assistance cost may be used to pay housing owners, utility companies, and other third parties for the following:
 - a) Rental assistance, which does not exceed the Fair Market Rent established by HUD and is in compliance with HUD's standard of rent reasonableness
 - b) Rental application fees
 - c) Security deposits
 - d) Last month's rent

- e) Utility deposits
 - f) Utility payments
 - g) Moving costs, including temporary storage fees for up to three (3) months (storage fees in arrears is not eligible)
- b. Services: Housing search and placement
 - i. Assist participant in locating, obtaining, and retaining suitable permanent housing
 - ii. Assessment of housing barriers, needs and preferences
 - iii. Development of action plan for locating housing
 - iv. Housing search and negotiation with owners
 - v. Assist participant with submitting rental applications and understanding leases
 - vi. Assist participant with making moving arrangements, including obtaining utilities
 - vii. Tenant counseling
 - c. Services: Housing stability case management
 - i. Utilize Coordinated Entry System to prioritize families seeking rapid rehousing assistance
 - ii. Provide case management utilizing a ratio of one case manager to a maximum of 25 participants.
 - iii. Provide case management to participants at least once per month to ensure long-term housing stability
 - iv. Assist participants with counseling, including owner-tenant mediation, legal services, credit repair and housing counseling
 - v. Assist participants with developing, securing and coordinating services to obtain Federal, State and local benefits
 - vi. Provide information and referrals to other providers as needed, and follow-up with client on referrals
 - vii. Develop an individualized housing and service plan, including planning a path to permanent housing stability to retain permanent housing after the ESG assistance ends
 - viii. Conduct re-evaluations for services per ESG guidance

E. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this Contract.
 - a. CONTRACTOR will assist a minimum of 260 eligible Participant households by providing Rapid Rehousing Services. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total

number of households served will likely increase.

b. COUNTY in coordination with the CONTRACTOR will conduct on-site or virtual visits or desk monitoring to ensure programmatic compliance at least once during the contract term. Monitoring visits may include, but are not limited to:

- i. Review of client file documentation
- ii. Review of eligible activity and cost requirements established by HUD
- iii. Review of policies and procedures and consistent adherence to

PROGRAM practices

- iv. HMIS data entry completion
- v. Interviews with program staff

c. CONTRACTOR will meet the following expenditure milestones in support of the guidance provided by the State and Federal Government in the utilization of ESG-CV Funding.

- i. 20 % of total contract expended by July 31, 2021.
- ii. 40% of total contract expended by September 30, 2021.
- iii. 60% of total contract expended by November 30, 2021.
- iv. 80% of total contract expended by January 31, 2022.
- v. 100% of total contract expended by expended by June 30, 2022.

d. The CONTRACTOR will achieve the following performance outcomes for the Rapid Rehousing Services:

i. Of participants that exit the program during the reporting period, 66% of participants exit to a permanent housing destination.

ii. Of participants that exit the program during the reporting period, 20% of participants will have a higher income than at program entry.

iii. Of participants who exit to a permanent destination, 92% will maintain permanent housing for more than six (6) months from the date of their program exit.

iv. Of participants who move-in to permanent housing destinations, 75% do so within 90 days of enrollment to the program.

2. The COUNTY shall monitor the performance of CONTRACTOR against the goals, outcomes, milestones and performance standards required herein, 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 the CONTRACTOR within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in the Contract.

3. COUNTY shall periodically evaluate the CONTRACTOR'S progress in complying with the terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring.

COUNTY shall report the findings of each monitoring to Operator.

F. REPORTING REQUIREMENTS

1. CONTRACTOR is required to submit reporting on monthly and quarterly basis in a form acceptable to the COUNTY. Monthly reports will be due by the twentieth (20) day of the following month of services rendered, unless otherwise approved by COUNTY. The reporting shall support the COUNTY in evaluating the CONTRACTOR's performance as it related to Participant data, program linkages and units of services. CONTRACTOR will be required to utilize the HMIS to support with data collection, management, and reporting standards and used to collect participant-level data

2. CONTRACTOR required to submit reporting at regular intervals to HCA that details the following:

- a. Total number of eligible households that receive assistance;
- b. Composition of the households – demographics, size and type;
- c. Number of unduplicated individuals served;
- d. Caseload movement;
- e. Financial assistance expenditures;
- f. Average amount of funding provided per household;
- g. Length of assistance, including Average number of monthly rental and utility payments that each household receive; and
- h. Number of Participants exits and exit types.

G. 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.

VI. EMERGENCY HOUSING VOUCHERS SUPPORTIVE SERVICES

A. Scope of Services

1. Overview

a. On March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA) of 2021 in law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals and business. Section 3202 of the ARPA appropriates \$5 billion for new incremental EHV, the renewal of those EHV, and fees for the cost of administering the EHV and other eligible expenses as defined by notice. This eligible expenses include activities to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.

b. On May 5, 2021, HUD announced the allocation of approximately 70,000 EHV to public housing authorities. These EHV are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the household's homelessness or having high risk of housing instability. The OCHA received an allocation of 557 EHV of which a portion are being prioritized for individuals and adult only households in Orange County.

c. The purpose of the Contract Amendment No. 2 is for the CONTRACTOR to provide housing support assistance and housing stabilization services to Participants who are issued an EHV by OCHA and will be residing in Orange County. The CONTRACTOR shall ensure all services set forth in the program description are provided to Participants and will be responsible for administering the program as described as follows, in a manner satisfactory to the COUNTY and consistent with any requirements of the Notice PIH 2021-15 issued on May 5, 2021 by HUD.

2. Emergency Housing Voucher Supportive Services Program Description

a. The EHV are tenant-based housing choice vouchers that provide ongoing rental assistance for eligible households. The EHV will be prioritized for eligible households utilizing the CES Prioritization Policies and require coordination between the Access Point, the CONTRACTOR, OCHA and COUNTY. Participants who are issued an EHV from the OCHA

are to receive housing support assistance to secure a rental unit that accepts the EHV and at minimum one (1) year of housing stabilization services to effectively address their episode of homelessness and remain permanently housed at the conclusion of the Program. Housing stabilization services will be voluntary for Participants; however the CONTRACTOR will continue to outreach and engage the Participants to provide housing stabilization services and connections to other support services.

b. Housing support assistance is a broad term which may include many activities helping to expedite the EHV leasing process for the Participant. Housing support assistance for the purposes of this Contract shall at minimum include:

i. Helping Participants through the EHV issuance process with OCHA, including but not limited to providing support in completing applications, forms, obtaining needed documents and transportation to appointments.

ii. Help identify available units that meets the needs and preferences of Participants during their housing search, including physically accessible units with features for household members with disabilities, as well as units in low-poverty neighborhoods in coordination with OC United Way,

iii. Provide transportation assistance and directions to potential units or attend other relevant appointments,

iv. Conduct landlord and property owner outreach,

v. Assist with the completion of rental applications and OCHA forms,

vi. Help expedite the EHV leasing process for the Participant

vii. Help participants in identifying barriers to leasing (e.g., low credit score, evictions history) and strategies to address these barriers.

c. Housing stabilization services supports a Participant's transition into housing with the goal of achieving long-term stability in housing and integration in the community. Housing stabilization services shall at minimum include:

i. Developing a housing retention plan with the Participant to identify and address needs, connection to supportive services and developing goals that support housing stability.

ii. Provides coaching on conflict resolution and developing relationships with property manager and neighbors

iii. Critical time intervention to assist Participants build natural housing supports, access and maintain community services and mainstream benefits

iv. Connection to long-term supportive services that will continue to support the Participant long-term, beyond the enrollment of the Program

v. Provides ongoing training and support on responsible tenancy and lease

compliance as well as needed certification and communication with OCHA to adhere to the requirements of the EHV

3. Use of Funds

a. Provide housing support assistance and financial support to assist Participants in the identification of a rental units and leasing process to secure the rental unit with the EHV. This may include payment for rental applications, background checks, transportation assistance to and from potential rental units and related appointments with OCHA, rental deposits, utility deposits and appropriate move-in costs.

b. Provide landlord incentives, as approved by the COUNTY, to assist Participants in securing rental units and reduce barriers to housing for Participants. Landlord incentives may include double rental deposits, signing bonus for landlords and renter's insurance with a combined total to not exceed \$3,000 per household. Prior to the provision of landlord incentives, the CONTRACTOR must receive approval from the COUNTY.

c. The PROGRAM will also promote connections to supportive service providers, coordination of agencies, connection to other resources, increased housing stability and increased access to benefits and employment resources as needed. Services and operations shall be low-barrier and promote an engagement rich environment in which Participants make connections to supportive services, mainstream benefits, and stable housing. PROGRAM staff will provide referral and linkage to other supportive services including physical and behavioral health, employment, education, and financial counseling providers.

d. The PROGRAM may also provide financial assistance and support to Participants issued an EHV in securing appropriate home furnishings not to exceed \$2,300. Appropriate home furnishings may include bedroom furniture, living room furniture, refrigerators, stoves, and related kitchenware.

B. Target Population and Eligibility Criteria

1. The CONTRACTOR is to receive Participant referrals from the COUNTY. These Participants must be experiencing homelessness in the North, Central, or South SPA and should have been prioritized for an EHV through the Individual CES process. The Participants must have provided appropriate documentation and verifications of meeting the minimum eligibility criteria.

2. The CONTRACTOR is to confirm eligibility and review of supporting forms for Participants to ensure they meet the eligible criteria as established by HUD.

3. Eligible Participants are defined by HUD criteria for defining those currently experiencing homelessness per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.

a. An individual who lacks a fixed, regular, and adequate nighttime residence,

meaning:

i. An individual with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or

ii. An individual living in a supervised 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, or local government programs for low-income individuals).

b. Individuals with children and youth, who do not otherwise qualify as homeless under this definition, but who:

i. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

c. Any individual who:

i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

- ii. Has no other residence; and
- iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

4. For the purposes of EHV Housing Support Assistance and Housing Stabilization Services, Participants who meet the recently homeless eligibility criteria may be served through the Program.

a. Recently homeless is defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the house having a high risk of housing instability.

i. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

b. Participants classified as recently homeless must be referred by the CES or the County.

C. 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. In addition, CONTRACTOR will be required to operate extended hours at least two (2) evenings or days per week and provide weekend activities to accommodate Participant needs. 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. Operate the PROGRAM to include flexibilities to meet with eligible Participants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors.

d. Operate the PROGRAM in a culturally and linguistic appropriate manner. This includes insuring that services are provided in the preferred language of the Participant.

e. 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.

f. Have a 24 hour contact available to COUNTY for emergency purposes and to coordinate response as appropriate.

g. Ensure that all CONTRACTOR staff and volunteers working in support of the

Contract complete training on confidentiality and compliance to ensure appropriate safeguards are in place to maintain Applicant information and PII private, confidential, secure, etc.

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.

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 and community-based organizations agencies to provide appropriate supportive services to program Participants including but not limited to Health Care Agency (HCA), Social Services Agency (SSA), OC Community Resources (OCCR), OCHA and CalOptima.

f. Coordinate with COUNTY agencies, the Orange County CoC and community-based organizations on administrative functions such as Rapid Rehousing Program 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. EHV Housing Support Assistance and Housing Stabilization Services Operations – CONTRACTOR shall be responsible for providing Participants issued an EHV from OCHA with housing support assistance, securing rental housing and providing housing stabilization services, in coordination and collaboration with OC United Way.

a. Housing support assistance shall at minimum include:

i. Providing assistance on EHV voucher issuance process with OCH by supporting with the completion of applications and related forms.

ii. Coordinating with OC United Way to identify rental units that meet the needs and preferences of Participants.

iii. Development of action plan for considering and viewing rental housing units as identified by OC United Way. This entails timely and ongoing communication that supports Participants in scheduling appointments and viewing available rental units

iv. Assist with submitting requests for tenancy approval and other required

lease up documentation.

- v. Assessment of housing barriers, needs and preferences
- v. Assist participant with making moving arrangements, including obtaining

utilities

- vii. Tenant counseling

b. CONTRACTOR will provide financial assistance to Participants to secure needed home furnishings and home goods in an amount not to exceed \$2,300 per household. Home furnishings should at minimum include beds, couches, dining room tables, small and large kitchen appliances. Home goods should at minimum included bedding, linens, towels, kitchenware, cleaning supplies, and bathroom items. CONTRACTOR will keep detailed financial records to account for all items purchased and used per household. All large items purchased will be reviewed with COUNTY ahead of time.

c. CONTRACTOR may also provide limited financial assistance to Participants who secure a rental unit by themselves and do not access a rental unit as identified by OC United Way. Contractor may provide financial assistance to support securing the rental units and may include:

- i. Rental application fees
- ii. Security deposits
- iii. Utility deposits
- iv. Landlord incentives

d. Housing Stabilization services will at minimum include:

- i. Provide housing-focused case management utilizing a ratio of one case manager to a maximum of 20 participants
- ii. Support tenants with maintaining compliance with rental lease requirements and provide housing stability services for a minimum of 12 months
- iii. Provide case management to participants at least once per month to ensure long-term housing stability
- iv. Support Participants in addressing any lease violations or concerns from the property manager or landlord to resolve any issues that may jeopardize permanent housing and long-term housing stability
- v. Assess and refer Participants to mainstream benefits and supportive services, when applicable to maintaining housing stability

D. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this Contract.

a. CONTRACTOR will assist a minimum of 220 eligible Participant households by providing EHV Housing Support Assistance and Housing Stabilization Services. As some

Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.

b. At minimum, 50 percent of the total number of expected Participants will secure permanent rental housing within 90 days of EHV issuance.

c. At minimum, 95 percent of the total number of expected Participants will secure permanent rental housing within 120 days of EHV issuance.

d. At minimum, 95 percent of Participants will be provided with housing support assistance and housing stabilization services.

e. At minimum, 95 percent of households will remain in permanent housing at Program exit.

f. Of participants who exit to a permanent destination, 95% will maintain permanent housing for more than six (6) months from the date of their program exit.

2. COUNTY in coordination with the CONTRACTOR will conduct on-site or virtual visits or desk monitoring to ensure programmatic compliance at least once during the contract term. Monitoring visits may include, but are not limited to:

- a. Review of client file documentation
- b. Review of eligible activity and cost requirements established by HUD
- c. Review of policies and procedures and consistent adherence to PROGRAM practices
- d. HMIS data entry completion
- e. Interviews with program staff

3. The COUNTY shall monitor the performance of CONTRACTOR against the goals, outcomes, milestones and performance standards required herein, 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 the CONTRACTOR within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in the Contract.

4. COUNTY shall periodically evaluate the CONTRACTOR'S progress in complying with the terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to Operator.

E. REPORTING REQUIREMENTS

1. CONTRACTOR is required to submit reporting on monthly and quarterly basis in a form acceptable to the COUNTY. Monthly reports will be due by the twentieth (20) day of the following month of services rendered, unless otherwise approved by COUNTY. The reporting shall support the COUNTY in evaluating the CONTRACTOR's performance as it related to Participant data, program linkages and units of services. CONTRACTOR will be required to

utilize the HMIS to support with data collection, management, and reporting standards and used to collect participant-level data

2. CONTRACTOR required to submit reporting at regular intervals to HCA that details the following:

- a. Total number of eligible households that receive assistance;
- b. Composition of the households – demographics, size and type;
- c. Number of unduplicated individuals served;
- d. Caseload movement;
- e. Financial assistance expenditures;
- f. Average amount of funding provided per household;
- g. Length of assistance, including Average number of monthly rental and utility payments that each household receive; and
- h. Number of Participants exits and exit types.

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.

VII. STAFFING

A. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the agreement 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 staff's position.
6. Effectively communicate and monitor the program for its success;
7. Maintain communication between the CONTRACT key staff and Program Administrators; and,
8. 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 at minimum services can be provided in Spanish and Vietnamese and have access to translation services that support participants in receiving services in the language of their choice. 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 Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

1. COVID-19 Response Rapid Rehousing Services Staffing

<u>DIRECT ADMINISTRATION</u>	<u>FTEs</u>
Chief Executive Officer	0.12
Chief Operations Officer	0.12
Chief Program Officer	0.12
Controller	0.12
Chief Strategy and Compliance Officer	0.15
Accounting Manager	0.15
Contract Manager/Monitor	0.30

Accounting Specialist	0.99
Human Resource Specialist	0.06
IT Specialist	0.06
Data Specialist	<u>0.48</u>
SUBTOTAL DIRECT ADMINISTRATION	2.67

PROGRAM

SOAR Specialist	1.50
Housing Stability Specialist	6.00
Leasing Agent	3.00
Program Director	0.30
Program Manager	0.30
Program Supervisor	0.90
Leasing Manager	<u>0.30</u>
SUBTOTAL PROGRAM	12.30

SUBCONTRACTORS

Subcontractors	<u>15.01</u>
SUBTOTAL SUBCONTRACTOR	15.01

TOTAL FTEs 29.98

2. Emergency Housing Vouchers Supportive Services Staffing

<u>DIRECT ADMINISTRATION</u>	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
IT Specialist	0.50	0.30	0.80
Accounting Specialist	1.00	0.30	1.30
Human Resource Specialist	0.75	0.30	1.05
Contract Manager	0.10	0.10	0.20
Data Specialist	0.20	0.20	0.40
Chief Strategy and Compliance Officer	<u>0.05</u>	<u>0.05</u>	<u>0.10</u>
SUBTOTAL DIRECT ADMINISTRATION	2.60	1.25	3.85
<u>PROGRAM</u>			
Housing Stability Specialist	9.00	9.00	18.00
Regional Director	0.10	0.10	0.20
Housing Stability Manager	0.10	0.10	0.20
Housing Stability Supervisor	<u>1.00</u>	<u>1.00</u>	<u>2.00</u>
SUBTOTAL PROGRAM	10.20	10.20	20.40
<u>SUBCONTRACTORS</u>			
Subcontractors	<u>2.54</u>	<u>2.50</u>	<u>5.04</u>

SUBTOTAL SUBCONTRACTOR	2.54	2.50	5.04
TOTAL FTEs	15.34	13.95	29.29

D. 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.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Agreement.

4. This Amendment No. 2 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 2 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

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

Contractor: MERCY HOUSE LIVING CENTERS

Patti Long _____

Associate Director _____

Print Name

Title

DocuSigned by:

Patti Long _____

7/8/2021 _____

2250C27D19FA444...

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
Orange County, California

Massoud Shame1 _____

Deputy County Counsel _____

Print Name

Title

DocuSigned by:

Massoud Shame1 _____

7/8/2021 _____

79055CA571A94F8...

Date