



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-21011351
FOR
COVID-19 RESPONSIVE HOMELESS SERVICES**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-21011351 for COVID-19 Responsive Homeless Services is made and entered into upon execution of all necessary signatures between Orange County’s United Way dba Orange County United Way, a California non-profit corporation (“Contractor”), with a place of business at 18012 Mitchell South, Irvine, CA 92614, 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-042-21011351 for COVID-19 Responsive Homeless Services effective May 1, 2021 through June 30, 2023, in an amount not to exceed \$998,728 (“Contract”); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 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:** May 1, 2021 through June 30, 2023

1. COVID-19 Responsive Homeless Services

Period One means the period from May 1, 2021 through June 30, 2021

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

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

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: \$6,082,494

1. COVID-19 Responsive Homeless Services

Maximum Obligation: \$998,728

2. Emergency Housing Voucher Supportive Services

Maximum Obligation: Period Two Maximum Obligation: \$4,739,180

Period Three Maximum Obligation: \$344,586

TOTAL MAXIMUM OBLIGATION: \$5,083,766”

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 RESPONSIVE HOMELESS SERVICES AND
EMERGENCY HOUSING VOUCHERS HOUSING LOCATOR SERVICES

BETWEEN

COUNTY OF ORANGE

AND

ORANGE COUNTY’S UNITED WAY DBA ORANGE COUNTY UNITED WAY

MAY 1, 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. 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.

4. Client or Participant means an individual, referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Agreement, who are experiencing homelessness.

5. 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.

6. 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.

7. 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.

8. Data Collection System means software designed for collection, tracking and reporting outcomes data for Participants enrolled in the Homeless Service Programs. The primary data collection system utilized is the Homeless Management Information System (HMIS); however, victim service providers utilize comparable Data Collection Systems.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Information and Referrals refers to the provision of information on community, social, health and government programs in the community that address the needs of Participants. This may include information to access community health clinics, food pantries, support groups, etc.

15. 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.

16. 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.

17. 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

18. 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.

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

20. 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 for map of the Orange County SPAs.

21. 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 Responsive Homeless Services Budget

	<u>TOTAL</u>
ADMINISTRATIVE COSTS	
Indirect Costs	<u>\$47,558</u>
SUBTOTAL ADMINISTRATIVE COSTS	\$47,558
 PROGRAM COSTS	
Salaries	\$71,998
Benefits	\$14,402
Services & Supplies	\$403,970
Subcontractors	<u>\$460,800</u>
SUBTOTAL PROGRAM COSTS	\$951,170
 TOTAL GROSS COSTS	 \$998,728
 TOTAL REVENUE	 \$998,728
TOTAL MAXIMUM OBLIGATION	\$998,728

2. Emergency Housing Voucher Housing Locator Services Budget

	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
<u>ADMINISTRATIVE COSTS</u>			
Indirect	<u>\$430,835.00</u>	<u>\$31,326.00</u>	<u>\$462,161.00</u>
SUBTOTAL ADMINISTRATION COSTS	\$430,835.00	\$31,326.00	\$462,161.00
 PROGRAM COSTS			
Salaries and Benefits	\$998,295.00	\$194,760.00	\$1,193,055.00
Services and Supplies	<u>\$3,310,050.00</u>	<u>\$118,500.00</u>	<u>\$3,428,550.00</u>
SUBTOTAL PROGRAM COSTS	\$4,308,345.00	\$313,260.00	\$4,621,605.00
TOTAL GROSS COSTS	\$4,739,180.00	\$344,586.00	\$5,083,766.00

TOTAL MAXIMUM OBLIGATION	\$4,739,180.00	\$344,586.00	\$5,083,766.00
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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. For COVID-19 Responsive Homeless Services, COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$38,412 for Period One, for the first month of services. For Emergency Housing Vouchers Housing Locator Services, COUNTY shall pay CONTRACTOR an advanced payment for program startup in the amount of \$789,864, estimated at two months of costs to operate the program. 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 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,

elopement or absence without leave, 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 RESPONSIVE HOMELESS SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The COUNTY in coordination and collaboration with the Orange County CoC issued a Request For Proposals to identify COVID-19 Responsive Homeless Service Programs 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 COVID-19 Responsive Homeless Service Programs in a manner to increase equitable service access across Orange County regardless of where a person is experiencing homelessness.

b. The purpose of this Contract is for the CONTRACTOR to provide COVID-19 Responsive Homeless Services in the 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 Homeless Housing, Assistance and Prevention (HHAP) funds, as described as follows, in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing HHAP funds, including but not limited to Health and Safety Code (HSC) § 50216(a-q), HSC § 50219(c)(1-8), and HSC § 50221(a)(1-4).

2. Program Description Summary

a. The COVID-19 Responsive Homeless Service Program will provide the Welcome Home OC landlord incentive program for households experiencing homelessness in the South SPA in Orange County who have been issued a housing choice voucher but are struggling to become safely and stably housed during the COVID-19 pandemic. The PROGRAM will focus on assisting eligible households with securing long-term stable housing along with case management services aimed at promoting housing stability. The Welcome Home OC (Program) engages property owners to increase the availability of rental units for federal housing choice voucher holders, thereby reducing the time involved searching for housing by Participants.

b. The COVID-19 Responsive Homeless Service Program will include the following services at minimum:

i. Property owner network to ensure private market units that meet the Fair Market Rate (FMR) are available to Participants with federal housing choice vouchers.

ii. Housing navigation for Participants provided by CONTRACTOR staff and subcontractors of the Program

iii. Housing stabilization services through 12-months of housing-focused case management provided by subcontractors of the Program.

c. CONTRACTOR, pursuant to requirements set forth in this Scope of Services and consistent with HHAP requirements shall provide COVID-19 Responsive Homeless Services to Participants experiencing homelessness in the South SPA Orange County for the period of time that Orange County is in emergency response to COVID-19.

3. Use of Funds

a. Funds shall be used to provide contracted services and operations of the PROGRAM, such as one-time costs related to rental unit costs, such as but not limited to application fees, security deposits, moving costs, unit holding fees, property owner bonuses, and furnishings; in addition to program marketing and development and mitigation funds. The PROGRAM and eligible costs have been informed by best practices frameworks focused on moving individuals into permanent housing as quickly as possible and ensuring those individuals maintain their permanent housing.

b. The PROGRAM shall be administered in an equitable manner by providing culturally responsive services and having multicultural outreach advocates to engage and guide underserved participants throughout the housing process. Program staff shall operate in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the PROGRAM.

c. 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 and stable housing.

4. Reporting

a. Contractor is required to submit reporting on a monthly basis in a form acceptable to the 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 or comparable database to comply with HUD's and State's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to Participants served.

B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

1. The CONTRACTOR is to receive Participant referrals from the CES and, if applicable, coordinate with the Anaheim, Garden Grove, Santa Ana, and Orange County Public

Housing Authorities for people who are experiencing homelessness in the South SPA who completed the CES Assessment, provided needed verifications, and have been issued a federal housing choice voucher. A priority will be given to Participants who have engaged in the County's COVID-19 Homelessness Responsive Homeless Services, which includes Project Roomkey, Project Toolbelt, and Alternative Shelter Placements.

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 and State.

3. Eligible Participants are defined by HUD criteria for defining homelessness, Categories 1 and 4, per the Final Rule on "Defining Homeless" (24 CFR parts 91, 576 and 578) or would be experiencing homelessness upon exiting an institution.

a. Category 1: Literally Homeless: Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

i. Has a primary nighttime residence that is a public or private place not meant for human habitation;

ii. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

iii. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

b. Category 4: Fleeing/Attempting to flee Domestic Violence: 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.

C. DESCRIPTION OF SERVICES

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 and/or subcontractors 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 respond to eligible Participants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors.

d. The administrative offices of Orange County United Way are located at 18012 Mitchel South, Irvine, California, 92614.

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.

h. Provide regional coordination for the PROGRAM for Participants at-risk of homelessness in Orange County.

2. Administrative Management Tasks – CONTRACTOR shall:

a. Work in partnership with the COUNTY to deliver the services as outlined in the PROGRAM by being responsive to the needs of the household eligible for services.

b. Submit policies and procedures for the operations of the PROGRAM, as requested by the COUNTY, for all aspects of services, management plan, staff responsibilities and staff coordination.

c. Track PROGRAM costs and ensure eligibility for payment within the funding requirements.

d. Operate, maintain, coordinate and staff the resources of the PROGRAM.

e. Coordinate with COUNTY agencies to provide appropriate supportive services to program Participants including but not limited to Health Care Agency (HCA), Social Services Agency (SSA), and OC Community Resources (OCCR).

f. Coordinate with COUNTY agencies, the Orange County CoC and community-based organizations on administrative functions such as COVID-19 Responsive Homeless Service 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 or comparable database and adhere to all

implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.

3. COVID-19 Responsive Homeless Services Operations – The CONTRACTOR will be responsible for the provision of COVID-19 Responsive Homeless Services to eligible Participants and who does not have incomes higher than HUD's Low-Income Limit for the Area. COVID-19 Responsive Homeless Service 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. Intake and Assessment Process:

i. Establish a referral process incorporating CES that identifies Participant households with federal housing choice vouchers and connects them to the COVID-19 Responsive Homeless Services being operated by the CONTRACTOR.

ii. Conduct an initial evaluation to determine each household's eligibility, housing preference and types of assistance needed to regain stability in permanent housing.

b. Property Owner Network:

i. Engage with property owners and landlords to increase the availability of rental units for Participants with federal housing choice vouchers, thereby reducing the time involved in the search for housing by Participants.

ii. Fostering relationships and identifying partnership opportunities with the Apartment Association of Orange County, the California Apartment Association, individual property owners, legal experts, and non-profit service providers to expand the network of engaged Property Owners supporting the PROGRAM.

iii. CONTRACTOR will match Participants with available rental units that best meets the Participant's preferences and requirements in housing units.

c. Housing Navigation

i. Assist participant in locating, obtaining, and retaining suitable permanent housing within the available portfolio of units identified by the PROGRAM through the Property Owner Network. This includes completing applications for available rental units and providing an overview of rental units, leases and requirements.

ii. Supporting Participants in completing and/or providing documentation for entry into lease or rental agreements with each property owner identified by the CONTRACTOR under this PROGRAM.

iii. Financial assistance cost may be used to pay property owners bonuses, unit holding fees, rental and utility deposits, moving costs, renters insurance, relocation fees, furnishings, mitigation fees, and other third parties for rental assistance, rental application fees, and more, in alignment with the PROGRAM.

iv. Assist participant with making moving arrangements, including obtaining utilities, transferring belongings from storage units, obtaining needed furnishings and home goods and supplies.

d. Housing Stabilization

i. Provide case management utilizing a ratio of one case manager to a maximum of 25 participants.

ii. Provide case management to participants at least two times per month to ensure long-term housing stability for twelve months.

iii. Establish a housing stabilization plan, which is unique to each Participant needs and determines the level of case management and supportive services received.

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 mainstream supportive benefits.

vi. Assist Participants in developing a budget to understand what resources are needed to maintain housing stability.

vii. Provide information and referrals to other providers as needed, and follow-up with client on referrals and linkages related to physical health and behavioral health services.

viii. CONTRACTOR will work with Participant to make a reasonable effort to re-locate to another rental unit, if housing stability is in jeopardy. The PROGRAM will cover additional costs related to housing relocation services and/or subsequent rental holding fees and rental deposit fees with the funding included in this CONTRACT. The primary goal of the PROGRAM will be to ensure Participants retain federal housing choice voucher and do not return to homelessness.

D. PERFORMANCE MEASURES AND MONITORING

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

a. CONTRACTOR will assist a minimum of 40 eligible Participant Households, equivalent to approximately 64 persons, by providing COVID-19 Responsive Homeless Services. As some Participant Households will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served may increase.

b. The Participants will secure housing within 45 days or less of being enrolled in the Program.

c. The Participants that move into permanent housing utilizing the federal housing choice vouchers will have a housing stability plan within two weeks (14 days) of

moving into housing.

d. Of participants that exit the program during the reporting period, 95% of participants exit to a permanent housing destination.

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

d. 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 HHAP Program guidelines

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 including the Standards of Care. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Operator within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in the Contract.

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

E. REPORTING REQUIREMENTS

1. CONTRACTOR is required to submit reporting on monthly basis in a form acceptable to the COUNTY. Monthly reports will be due by the fifteenth (15) 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 by type;
- f. Average amount of funding provided per household;
- g. Length of assistance, including average number of monthly rental and utility deposit 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.

VI. EMERGENCY HOUSING VOUCHERS HOUSING LOCATOR 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 expense 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. 1 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 Housing Locator Program Description

a. The Emergency Housing Voucher Housing Locator Program will provide the WelcomeHomeOC landlord incentive program for households that are issued an EHV from OCHA and will be residing in Orange County. The Program will focus on identifying rental units and making these available to households looking to become safely and stably housed during the COVID-19 pandemic in coordination and collaboration with Human Options, People Assisting the Homeless (PATH), Mercy House and their subcontractor partners. The Program will focus on assisting eligible households with securing long-term stable rental housing that meets the minimum standards required of EHV. The Program engages property owners to increase the availability of rental units for federal housing choice voucher holders, thereby reducing the time involved searching for housing by Participants.

b. The Program will include the following services at minimum:

i. Property owner network to ensure private market units that meet the Fair Market Rate (FMR) are available to Participants with federal EHV.

ii. Identification of rental housing that meets the needs and preferences of Participants throughout Orange County, including physically accessible units with features for

household members with disability, as well as units in low-poverty neighborhoods.

iii. Rental housing matching to Participants and coordinating with other homeless service providers to support the Participant in viewing the unit and completing required paperwork.

3. Use of Funds

a. Funds shall be used to provide contracted services and operations of the PROGRAM, such as one-time costs related to rental unit costs, such as but not limited to application fees, security deposits, moving costs, unit holding fees, property owner bonuses and mitigation funds; in addition to program marketing and development and staff costs related to housing navigation, retention, and property owner recruitment/management. The PROGRAM and eligible costs have been informed by best practices frameworks focused on moving individuals into permanent housing as quickly as possible and ensuring EHV's are utilized.

b. The PROGRAM shall be administered in an equitable manner by providing culturally responsive services to engage and guide underserved participants throughout the housing process. Program staff shall operate in accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the PROGRAM.

4. Reporting

a. Contractor is required to submit reporting on a monthly basis in a form acceptable to the County. The reporting shall support the County in evaluating the Contractor's performance as it related to participant data, program linkages, units of services and use of funds.

B. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

1. The CONTRACTOR is to receive Participant referrals from the COUNTY and, if applicable, coordinate with the OCHA.

2. Eligible Participants are individuals 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 individual's homelessness or having high risk of housing instability and have been issued an EHV from OCHA.

C. DESCRIPTION OF SERVICES

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 be available evenings and/or weekend to accommodate

Program 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 landlords, property owners and/or Service Providers Agencies outside of typical operation hours, if needed.

d. The administrative offices of Orange County United Way are located at 18012 Mitchell South, Irvine, California, 92614.

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 agencies and community-based organizations 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 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.

3. Emergency Housing Vouchers Housing Locator Program Operations – The CONTRACTOR will be responsible for the provision of Program Services to eligible

Participants who do not have incomes higher than HUD's Low-Income Limit for the Area. Program costs must be eligible and necessary to help the Participant move as quickly as possible into permanent housing in coordination and collaboration with Human Options, PATH, Mercy House and their subcontracted partners The CONTRACTOR shall

a. Intake Process:

i. Receive information from initial evaluation that determines each households' eligibility, housing preferences and needs. This information will be provided to the CONTRACTOR from CES and/or the homeless service provider that the Participant is working with for EHV Housing Stabilization Services.

b. Property Owner Network:

i. Recruit property owners to join the network and encourage existing network members to make additional communities within their portfolios available to the program.

ii. Engage with property owners and landlords to increase the availability of rental units for Participants with federal housing choice vouchers, thereby reducing the time involved in the search for housing by Participants.

iii. Fostering relationships and identifying partnership opportunities with the Apartment Association of Orange County, the California Apartment Association, individual property owners, legal experts, and non-profit service providers to expand the network of engaged Property Owners supporting the PROGRAM.

iv. CONTRACTOR will match Participants with available rental units that best meets the Participant's preferences and requirements in housing units. CONTRACTOR will coordinate and collaborate with Human Options, People Assisting the Homeless (PATH), Mercy House and their subcontractor partners, to support Participants in viewing these units and completing necessary paperwork.

c. Housing Navigation

i. Assist participant in locating, obtaining, and retaining suitable permanent housing within the available portfolio of units identified by the PROGRAM through the Property Owner Network. This includes completing applications for available rental units and providing an overview of rental units, leases and requirements.

ii. Work with service provider agencies to support Participants in completing and/or providing documentation for entry into lease or rental agreements with each property owner identified by the CONTRACTOR under this PROGRAM.

iii. Financial assistance cost may be used to pay property owners bonuses, unit holding fees, rental and utility deposits, moving costs, renters insurance, relocation fees, mitigation fees, and other third parties for rental assistance, rental application fees, and more,

in alignment with the PROGRAM.

D. PERFORMANCE MEASURES AND MONITORING

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

a. CONTRACTOR will assist up to 475 eligible Participant Households by identifying available rental units that accept the EHV. As some Participant Households will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served may increase, dependent upon mutual agreement by both parties.

b. At minimum 50% of Participants will secure housing within 90 days or less of being issued an EHV from OCHA.

c. At minimum 95% of Participants will secure housing within 120 days or less of being issued an EHV from OCHA.

d. At minimum, increase the Property Owner Network by adding 30 new landlords and/or property owners/rental communities.

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 policies and procedures and consistent adherence to PROGRAM practices

b. Interviews with program staff

3. The County shall monitor the performance of Contractor against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Operator within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in the Contract.

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

E. REPORTING REQUIREMENTS

1. CONTRACTOR is required to submit reporting on monthly basis in a form acceptable to the COUNTY. Monthly reports will be due by the fifteenth (15) 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, and units of service. 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. Number of unduplicated individuals served;
- c. Financial assistance expenditures by type;
- d. Average amount of funding provided per household; and
- e. Length of assistance, including unit holding fees and rental deposits.

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 and/or programmatic 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 documents are maintained 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 Responsive Homeless Services Staffing Plan

PROGRAM	<u>FTEs</u>
Program Specialist	.5
Retention Specialist	.1
SUBTOTAL PROGRAM	.6
SUBCONTRACTOR	6.15
SUBTOTAL SUBCONTRACTOR	6.15
TOTAL FTEs	6.75

2. Emergency Housing Voucher Housing Locator Services Staffing Plan

DIRECT ADMINISTRATION	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
WHOC Finance Specialist	0.75	0	0.75
WHOC Contract Specialist	0.50	0	0.50

WHOC Data and Evaluation	0.50	0	0.50
IT and Web Portal Manager	<u>0.50</u>	<u>0</u>	<u>0.50</u>
SUBTOTAL DIRECT ADMINISTRATION	2.25	0	2.25
PROGRAM	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
Manager, Housing Navigation	1.00	0	1.00
Housing Navigation Specialist	5.00	0	5.00
Housing Stabilization Manager	0.50	0.50	1.00
Housing Stabilization Specialist	2.00	2.00	4.00
Property Owner Manager	0.75	0	0.75
Property Owner Specialist	2.00	0	2.00
WHOC Marketing and Events	1.00	0	1.00
WHOC Unit Intake Coordinator	<u>0.75</u>	<u>0</u>	<u>0.75</u>
SUBTOTAL PROGRAM	13.00	2.50	15.50
TOTAL FTEs	13.00	2.50	15.50

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. 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.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. 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: ORANGE COUNTY'S UNITED WAY DBA ORANGE COUNTY UNITED WAY

Susan Parks	CEO
_____ Print Name	_____ Title
<small>DocuSigned by:</small> Susan Parks	7/9/2021
<small>F2ABBE2A335E480...</small>	_____ 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
<small>DocuSigned by:</small> Massoud Shame1	7/12/2021
<small>79055CA571A94F8...</small>	_____ Date