



**AMENDMENT NO. 6
TO
CONTRACT NO. MA-017-22011904
FOR
COVID-19 RESPONSIVE HOMELESS SERVICES**

This Amendment ("Amendment No. 6") to Contract No. MA-017-22011904 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"). 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 executed Amendment No. 1 to amend Section (Referenced Contract Provisions) subsection Term, amend Section (Referenced Contract Provisions) subsection Maximum Obligation, increase the Contract by \$5,083,766, and replace Exhibit A with Exhibit A-1; and

WHEREAS, the Parties executed Amendment No. 2 to amend the Budget Tables in Exhibit A-1 Paragraph II Budget and to amend the Staffing Tables in Exhibit A-1 Paragraph VII Staffing; and

WHEREAS, the Parties executed Amendment No. 3 to amend the Emergency Housing Voucher Housing Locator Services Budget Table in Exhibit A-1 Paragraph II Budget for Period 2 and to amend the Staffing Table in Exhibit A-1 Paragraph VII Staffing for Period 2; and

WHEREAS, the Parties executed Amendment No. 4 to amend the Emergency Housing Voucher Housing Locator Services Budget Table in Exhibit A-1 Paragraph II for Period 2 and to amend the Staffing Table in Exhibit A-1 Paragraph VII Staffing for Period 2; and

WHEREAS, the Parties executed Amendment No. 5 to change the administrating agency from OC Health Care Agency (HCA) to the County Executive Office/County Procurement Office (CPO), and to change the Contract Number from MA-042-21011351 to MA-017-22011904; and

WHEREAS, the Parties now desire to enter into this Amendment No. 6 to extend the Contract for six months, to decrease the Contract not to exceed amount and to amend Exhibit A-1 of the Contract; 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, 2024

1. COVID-19 Responsive Homeless Services

Period One means the period from May 1, 2021 through June 30, 2024

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 December 31, 2023

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

Maximum Obligation: \$2,915,646

1. COVID-19 Responsive Homeless Services

Maximum Obligation: \$998,728

2. Emergency Housing Voucher Supportive Services

Maximum Obligation: Period Two Maximum Obligation: \$1,338,956

Period Three Maximum Obligation: \$577,962

TOTAL MAXIMUM OBLIGATION: \$1,916,918

3. Exhibit A-1, Paragraph II. Budget, subparagraph A-2. is deleted in its entirety and replaced with the following:

2. Emergency Housing Voucher Housing Locator Services Budget

	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
<u>ADMINISTRATIVE COSTS</u>			
Services and Supplies	\$356,522.42	\$0.00	\$356,522.42
Indirect	<u>\$121,723.19</u>	<u>\$50,698</u>	<u>\$172,421.19</u>
SUBTOTAL ADMINISTRATION COSTS	\$478,245.61	\$50,698	\$528,943.61
 PROGRAM COSTS			
Salaries and Benefits	\$147,177.86	\$20,999	\$168,176.86

Services and Supplies	\$302,136.92	\$383,307	\$685,443.92
Subcontractors	<u>\$411,394.68</u>	<u>\$122,958</u>	<u>\$534,352.68</u>
SUBTOTAL PROGRAM COSTS	\$860,709.46	\$527,264	\$1,387,973.46
TOTAL GROSS COSTS	\$1,338,955.07	\$577,962	\$1,916,917.07
TOTAL MAXIMUM OBLIGATION	\$1,338,955.07	\$577,962	\$1,916,917.07

4. Exhibit A-1, Paragraph VII Staffing, subparagraph C-2 is deleted in its entirety and replaced with the following:

2. Emergency Housing Voucher Housing Locator Services Staffing Plan

PROGRAM	<u>PERIOD 2</u>	<u>PERIOD 3</u>	<u>TOTAL</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
EHV Housing Navigation Manager	1.00	0.0	1.00
EHV Housing Navigation Specialist	1.00	0.0	1.00
Housing Stabilization Manager	0.50	0.0	.50
Property Engagement Manager	0.75	0.25	1.0
Marketing & Events Specialist	1.00	0	1.00
Subcontractor	<u>8.75</u>	<u>1.50</u>	<u>10.25</u>
SUBTOTAL PROGRAM	13.00	1.75	15.75
TOTAL FTEs	13.00	1.75	15.75

5. Exhibit A-1, Paragraph V and VI. Services, is deleted in its entirety and replaced with the following:

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 relates 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 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.

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 County Executive Office (CEO), 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 households' 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 participants 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 relocate 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 a monthly basis in a form acceptable to the COUNTY. Monthly reports will be due by the twentieth (20th) 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 relates 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 the County Executive Office 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 EHVs, the renewal of those EHVs, and fees for the cost of administering the EHVs 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 EHVs 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 EHVs 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 Vouchers 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's.

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 is 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 the County Executive Office (CEO) 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 a minimum of 100 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. CONTRACTOR will assist a minimum of 48 out of the 100 eligible participants to lease rental units during the period from August 1, 2022, through December 31, 2022 (52 participants were leased up by July 31, 2022). Minimum monthly lease up targets are set forth in the following schedule:

Month	Participant Lease Ups
August 2022	8
September 2022	7
October 2022	11
November 2022	11
December 2022	11
Total Aug-Dec 2022	48

c. A minimum 50% of Participants will secure housing within 90 days or less of being issued an EHV from OCHA (period of time from start of navigation to lease-up date). At commencement of Amendment No. 6 (September 2022) this performance measure will no longer be applicable.

d. At minimum 95% of Participants will secure housing within 120 days or less of being issued an EHV from OCHA. At commencement of Amendment No. 6 (September 2022) this performance measure will no longer be applicable.

e. 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 twentieth (20th) 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. COUNTY will ensure EHV case management agencies are regularly updating WHOC client records in HMIS.

2. CONTRACTOR required to submit reporting at regular intervals to the County Executive Office 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 findings, 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.

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

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

ORANGE COUNTY'S UNITED WAY DBA ORANGE COUNTY UNITED WAY

Emilee Tello

CFO

Print Name
DocuSigned by:

Emilee Tello

DAA4A4D855C4427...
Signature

Title

8/12/2022

Date

Print Name

Title

Signature

Date

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

Print Name

Title

Signature

Date

APPROVED AS TO FORMOffice of the County Counsel
Orange County, California

Mark Batarse

Deputy County Counsel

Print Name
DocuSigned by:

Mark Batarse

BC5CA9BED31F40A...
Signature

Title

8/15/2022

Date