



**AMENDMENT NO. 3
TO
CONTRACT NO. MA-017-22011899
FOR
EMERGENCY HOUSING VOUCHER SUPPORTIVE SERVICES**

This Amendment ("Amendment No. 3") to Contract No. MA-017-22011899 for Emergency Housing Voucher Supportive Services made and entered into upon execution of all necessary signatures between Human Options, Inc. ("Contractor"), with a place of business at 5540 Trabuco Road Suite 100, Irvine, CA, 92620, 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, Contractor and County, through its Health Care Agency (HCA), executed Contract No. MA-042-21011841 for Emergency Housing Voucher Supportive Services, effective July 27, 2021, through June 30, 2023, in an amount not to exceed \$745,260 (Contract); and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract; and

WHEREAS, the Parties executed Amendment No. 2 to change the administering agency from Health Care Agency (HCA) to County Executive Office (CEO), replace the Contract No. from MA-042-21011841 to MA-017-22011899, and to amend certain provisions of the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to extend the Contract for six months, to increase the Contract not to exceed amount, and to amend Exhibit A 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: July 27, 2021 through December 31, 2023

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

Maximum Obligation: \$920,260

3. Exhibit A, Paragraph II. Budget, Subparagraph A is deleted in its entirety and replaced

with the following:

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.

	PERIOD 1	PERIOD 2	TOTAL
ADMINISTRATION COSTS			
Salaries	\$3,086	\$2,300	\$5,386
Benefits	\$525	\$391	\$916
Indirect	<u>\$45,455</u>	<u>\$33,875</u>	<u>\$79,330</u>
SUBTOTAL ADMINISTRATION COSTS	\$49,066	\$36,566	\$85,632
PROGRAM COSTS			
Salaries	\$87,955	\$119,080	\$207,035
Benefits	\$13,869	\$20,244	\$34,113
Services and Supplies	\$44,925	\$0	\$44,925
Subcontractor	\$240,275	\$301,000	\$541,275
Start-up Funds	<u>\$7,280</u>	<u>\$0</u>	<u>\$7,280</u>
SUBTOTAL PROGRAM COSTS	\$394,304	\$440,324	\$834,628
TOTAL GROSS COSTS	\$443,370	\$476,890	\$920,260"

4. Exhibit A, Paragraph VI. Staffing, Subparagraph C is deleted in its entirety and replaced with the following:

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

	FTE
PROGRAM ADMINISTRATION	
Program Manager	<u>.05</u>
SUBTOTAL PROGRAM ADMINISTRATION	.05
DIRECT PROGRAM	
EHV Supportive Services Supervisor	1.00
Case Manager	<u>.30</u>
SUBTOTAL DIRECT PROGRAM	1.30
TOTAL FTE	1.35"

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

I. EMERGENCY HOUSING VOUCHERS SUPPORTIVE SERVICES

A. Scope of Services

1. Overview

a. On March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA) of 2021 in law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals and business. Section 3202 of the ARPA appropriates \$5 billion for new incremental EHV's, the renewal of those EHV's, and fees for the cost of administering the EHV's 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. The OCHA received an allocation of 557 EHV's of which a portion are being prioritized for individuals and adult only households in Orange County. These EHV's 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.

c. The purpose of the Contract is for the CONTRACTOR to provide housing support assistance and housing stabilization services to Participants who are issued an EHV by OCHA and will be residing in Orange County. The CONTRACTOR shall ensure all services set forth in the program description are provided to Participants and will be responsible for administering the program as described as follows, in a manner satisfactory to the COUNTY and consistent with any requirements of the Notice PIH 2021-15 issued on May 5, 2021 by HUD.

2. Emergency Housing Voucher Supportive Services Program Description

a. The EHV's are tenant-based housing choice vouchers that provide ongoing rental assistance for eligible households. The EHV's will be prioritized for eligible households utilizing the CES Prioritization Policies and require coordination between United Way, the Access Point, the CONTRACTOR, OCHA and COUNTY. This includes working with other Victim Service Providers who function as Access Points for the parallel CES that serves those

fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. Participants who are issued an EHV from the OCHA are to receive housing search assistance to secure a rental unit that accepts the EHV and at minimum one (1) year of housing stabilization supportive services to effectively address their episode of homelessness and remain permanently housed at the conclusion of the Program. Housing stabilization services will be voluntary for Participants; however the CONTRACTOR will continue to outreach and engage the Participants to provide housing stabilization services and connections to other support services.

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

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

ii. Working in coordination with OC United Way to ensure Participants are prepared and available to assess units, including physically accessible units with features for household members with disabilities, as well as units in low-poverty neighborhoods,

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

iv. Assist with the completion of rental applications and provide relevant documentation to OC United Way and their landlords to help expedite the EHV leasing process for the Participant

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

c. Unit Identification and Leasing Activities: 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 meeting the Fair Market Rent (FMR).

d. Financial assistance for 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 other costs related to housing navigation, retention, and property owner recruitment/management.

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

i. Developing a housing retention plan with the Participant to identify and

address needs, connection to supportive services and developing goals that support housing stability.

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

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

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

v. Providers ongoing training and support on responsible tenancy and lease compliance as well as needed certification and communication with OCHA to adhere to the requirements of the EHV

3. Use of Funds

a. Provide housing support assistance and financial assistance support to assist Participants in the identification of a rental units and leasing process to secure the rental unit with the EHV. This may include one-time costs related to unit identification and leasing activities such as the transportation assistance to and from potential rental units and related appointments with OCHA and any fees to obtain needed documentation.

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

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

B. Target Population and Eligibility Criteria

1. The CONTRACTOR is to receive Participant referrals from the COUNTY. These Participants must be experiencing homelessness in Orange County and should have been prioritized for an EHV through the CES process in coordination with a victim service provider. The Participants must have provided appropriate documentation and verifications of meeting the minimum eligibility criteria.

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

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

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

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

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

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

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

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

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

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

c. Any individual 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.

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

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

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

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

C. PROGRAM DESCRIPTION

1. Essential Requirements – CONTRACTOR shall:

a. Maintain regularly scheduled service hours, Monday through Friday, in accordance with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR will be required to operate extended hours at least two (2) evenings or days per week and provide weekend activities to accommodate Participant needs. Any change or deviation from this schedule must have prior approval from COUNTY.

b. Maintain a holiday schedule consistent with the COUNTY's holiday schedule, unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

c. Operate the PROGRAM to include flexibilities to meet with eligible Participants outside of typical operation hours, if needed related to conflicts with employment or other appropriate factors.

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

e. Have a 24-hour contact available to PROGRAM staff for emergency purposes and communication policies and procedures in place to notify the COUNTY as appropriate.

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

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

h. CONTRACTOR must comply with the Universal Grant Conditions: Nondisclosure of Confidential or Private Information (VAWA 2013 Section 3: 34 USC §12291 (a)(20) & (b)(2); VAWA amended the McKinney-Vento Homeless Assistance Act at (42 U.S.C. 11363) (VAWA 2005, Section 605); FVPSA 42 U.S.C. 10406(c)(5); and the Department of Justice's supporting regulations on victim confidentiality for VAWA grantees at 28 CFR 90.4, and for VOCA grantees at 28 CFR 94.115.

2. Administrative Management Tasks – CONTRACTOR shall:

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

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

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

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

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

f. Coordinate with COUNTY agencies, the Orange County CoC and community-based organizations on administrative functions such as EHV program operational 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. EHV Housing Support Assistance and Housing Stabilization Services Operations – CONTRACTOR shall be responsible for supporting 54 Participants issued an EHV from OCHA

with housing support assistance and providing housing stabilization services, in coordination and collaboration with OC United Way.

- a. Housing support assistance shall at minimum include:
 - i. Providing assistance on the EHV voucher issuance process with OCHA by supporting with the completing of applications and forms
 - ii. Coordinating with OC United Way to identify rental units that meet the needs and preferences of Participants.
 - iii. Development of action plan for considering and viewing rental housing units as identified by OC United Way. This entails timely and ongoing communication that supports Participants in scheduling appointments and viewing available rental units.
 - iv. Assisting with submitting requests for tenancy approval and other required lease up documentation.
 - v. Assessment of housing barriers, needs and preferences
 - vi. Assist participant with making moving arrangements, including obtaining utilities
 - vii. Tenant counseling

b. CONTRACTOR will provide financial assistance for 54 Participants to secure needed home furnishings and home goods in an amount not to exceed \$2,300 per household. Home furnishings should at minimum include beds, couches, dining room tables, small and large kitchen appliances. Home goods should at minimum included bedding, linens, towels, kitchenware, cleaning supplies, and bathroom items. CONTRACTOR will keep detailed financial records to account for all items purchased and used per household. All large items purchased will be reviewed with COUNTY ahead of time.

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

D. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this Contract.
 - a. CONTRACTOR will assist a minimum of 54 eligible Participant households by providing EHV Housing Support Assistance and Housing Stabilization Services. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.
 - b. CONTRACTOR will assist a minimum of 20 eligible Participant households by securing rental unit through the identification and leasing activities and provision of financial assistance by December 31, 2022. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.
 - c. At minimum, 95% of the total number of expected Participants will be provided with housing support assistance and housing stabilization services.
 - d. At minimum, 95% of the total number of Participants served by the Program will remain in permanent housing at Program exit.
 - e. 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
 - c. Review of policies and procedures and consistent adherence to PROGRAM practices
 - d. Data entry completion
 - e. Interviews with program staff
3. The COUNTY shall monitor the performance of CONTRACTOR against the goals, outcomes, milestones and performance standards required herein, as determined by COUNTY, will constitute non-compliance with this Contract for which COUNTY may immediately terminate the Contract. If action to correct such substandard performance is not taken by the CONTRACTOR within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in the Contract.
4. COUNTY shall periodically evaluate the CONTRACTOR'S progress in complying with the terms of this Contract. CONTRACTOR shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to Operator.

E. REPORTING REQUIREMENTS

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

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

- a. Total number of eligible households that receive assistance;
- b. Composition of the households – demographics, size and type;
- c. Number of unduplicated individuals served;
- d. Caseload movement;
- e. Financial assistance expenditures;
- f. Average amount of funding provided per household;
- 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.

This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3, all previous Amendments and the Contract, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 3, and all previous Amendments remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be 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: Human Options, Inc.

Maricela Rios-faust

Chief Executive Officer

Print Name

DocuSigned by:

Maricela Rios-faust

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Signature

Title

6/22/2022

Date

Print Name

Title

Signature

Date

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

Nicole Swain

Print Name

Deputy Purchasing Agent

Title

Signature

Date

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

James Harman

Print Name

DocuSigned by:

James Harman

6026E89386254F6...

Signature

Deputy County Counsel

Title

6/23/2022

Date