



**AMENDMENT NO. 4
TO
CONTRACT NO. MA-017-22011909
FOR
COVID-19 RESPONSE RAPID REHOUSING SERVICES
IN NORTH, CENTRAL, AND SOUTH SPA**

This Amendment ("Amendment No. 4") to Contract No. MA-017-22011909 for COVID-19 Response Rapid Rehousing Services is made and entered into upon execution of all necessary signatures between PATH People Assisting the Homeless, a private non-profit corporation ("Contractor"), with a place of business at 340 N. Madison Ave., Los Angeles, CA 90004, and the County Executive Office, 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-042-21011198 for COVID-19 Response Rapid Rehousing Services effective March 23, 2021 through June 30, 2022, in an amount not to exceed \$1,714,219 ("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 \$2,119,387 for a revised cumulative amount not to exceed \$3,833,606, and to replace Exhibit A with Exhibit A-1; and

WHEREAS, the Parties executed Amendment No. 2 to modify the budget, with no additional funds, and to amend Exhibit A-1 Paragraph II. Budget subparagraph 1. COVID-19 Response Rapid Rehousing Services Budget and to amend Paragraph VII. Staffing subparagraph C.1. COVID-19 Response Rapid Rehousing Services Staffing; and

WHEREAS, the Parties executed Amendment No. 3 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-042-21011198 to MA-017-22011909; and

WHEREAS, the Parties now desire to enter into this Amendment No. 4 to extend the Contract for six month, to increase the Contract not to exceed amount, and to amend Exhibit A-1 of the Contract;

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

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

"Term: March 23, 2021 through December 31, 2023

1. COVID-19 Response Rapid Rehousing Services

Period One means the period from March 23, 2021 through September 30, 2022

2. Emergency Housing Voucher Supportive Services

Period Two means the period from July 13, 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: \$4,934,325

1. COVID19 Response Rapid Rehousing Services

Maximum Obligation: \$1,714,219

2. Emergency Housing Voucher Supportive Services

Maximum Obligation: Period Two Maximum Obligation: \$1,220,106

Period Three Maximum Obligation: \$2,000,000

TOTAL MAXIMUM OBLIGATION: \$3,220,106”

3. Paragraph IV. Compliance is deleted in its entirety
4. Paragraph V. through XXXVI. are renumbered Paragraphs IV. through XXXV
5. Exhibit A-1, Paragraph II. Budget, subparagraph A-2, is deleted in its entirety and replaced with the following:

“2. Emergency Housing Voucher Supportive Services Budget

	<u>Period 1</u>	<u>Period 2</u>	<u>Period 3</u>	<u>TOTAL</u>
ADMINISTRATION COSTS				
Indirect Costs	\$0	<u>\$130,726</u>	<u>\$214,286</u>	<u>\$345,012</u>
SUBTOTAL ADMINISTRATION COSTS	\$0	\$130,726	\$214,286	\$345,012
PROGRAM COSTS				
Salaries	\$0	\$556,000	\$928,900	\$1,484,900

Benefits	\$0	\$155,680	\$242,014	\$397,694
Services and Supplies	<u>\$0</u>	<u>\$377,700</u>	<u>\$614,800</u>	<u>\$992,500</u>
SUBTOTAL PROGRAM COSTS	\$0	\$1,089,380	\$1,785,714	\$2,875,094.00
TOTAL GROSS COSTS	\$0	\$1,220,106	\$2,000,000	\$3,220,106
TOTAL MAXIMUM OBLIGATION	\$0	\$1,220,106	\$2,000,000	\$3,220,106

6. Paragraph VII. Staffing, subparagraph C-2 is amended as follows:

"2. Emergency Housing Vouchers Supportive Services Staffing

PROGRAM	<u>FTEs</u>
Regional Director	0.20
Program Manager	2.00
Team Supervisor	1.00
Case Manager	15.00
Client Assistant Coordinator	0.20
Program Finance Specialist	0.20
Quality Assurance Specialist	<u>0.20</u>
SUBTOTAL PROGRAM	18.80
TOTAL FTEs	18.80"

7. Exhibit A, Paragraph II. Budget, Subparagraph B is deleted in its entirety and replaced with the following:

"Upon written request by CONTRACTOR, and at sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the Period One, Period Two, Period Three, and Period Four Maximum Obligations, provided the total of these Maximum Obligations does not exceed or reduce the Total Maximum Obligation of COUNTY, as specified in the Referenced Contract Provisions of this Agreement."

8. Exhibit A-1, Paragraphs V. COVID-19 RESPONSE RAPID REHOUSING SERVICES AND VI. EMERGENCY HOUSING VOUCHERS SUPPORTIVE SERVICES, are deleted in their entirety and replaced with the following:

"I. COVID-19 RESPONSE RAPID REHOUSING SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The Homeless Emergency Assistance and Rapid Transition to Housing

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

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

c. The COUNTY in coordination and collaboration with the Orange County CoC issued a Request For Proposals to identify Rapid Rehousing Program that can be operationalized quickly in order to respond to the emergent needs of the community due to COVID-19. Additionally, the COUNTY is implementing the selected Rapid Rehousing Programs in a manner to increase equitable service access across Orange County regardless of where a person is experiencing homelessness.

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

2. Rapid Rehousing Services Program Description Summary

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

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

v. Supportive services

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

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

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

ii. While it is encouraged to offer treatment and supportive services when necessary to assist vulnerable homeless populations, individuals experiencing homelessness are not required to receive treatment or perform any other prerequisite activities as a condition for receiving ESG-CV housing or services.

3. Use of Funds

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

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

ii. Long-term rental assistance for more than three (3) months but not more than twenty-four (24) months of rent

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

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

4. Other ESG Program Requirements – CONTRACTOR shall establish formal

policies and inform all participants of the following:

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

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

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

iii. Prompt written notice of the final decision to the participant

iv. The termination should occur after examining all extenuating circumstances and only for the most severe cases

Termination does not bar from providing further assistance to the same participant at a later date

b. Grievance Procedures – CONTRACTOR shall inform participants of the policy and procedure for grievances and provide participants a copy if requested. Program participant must submit their grievance directly to the CONTRACTOR and complete the CONTRACTOR'S internal grievance process first. The CONTRACTOR has three (3) business days to contact the participant after receiving their grievance and 10 business days to provide a written response to the grievance.

i. Participants who completed the CONTRACTOR'S grievance process and received a written response, but still have concerns with the CONTRACTOR'S response have a right to request an appeal. Participants may request a secondary review of the grievance from CONTRACTOR'S leadership.

ii. If a participant has completed the CONTRACTOR'S grievance AND appeal process and still have concerns or unresolved grievance, the participant has a right to contact the County of Orange for an additional appeal process.

c. Rights to Fair Housing – CONTRACTOR shall inform the participant of their Rights to Fair Housing and have the participant sign a document to acknowledge that they were informed of their rights to fair housing.

C. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

1. The CONTRACTOR is to receive Participant referrals from the CES. These Participants must be experiencing homelessness in the North or Central SPA and should have completed the CES Assessment and provide needed verifications.

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

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

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

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

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

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

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

ii. No subsequent residence has been identified; and

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

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

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

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

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

iv. Can be expected to continue in such status for an extended period of time

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

d. Any individual or family who:

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

ii. Has no other residence; and

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

D. PROGRAM DESCRIPTION

1. Essential Requirements – CONTRACTOR shall:

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

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

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

d. The PROGRAM is located at 731 S Melrose St. Placentia, CA 92870. The facility is designed to support onsite and administrative services for the PROGRAM.

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

f. Coordinate with COUNTY agencies, the Orange County CoC and community-based organizations on administrative functions such as Rapid Rehousing Program operations meetings, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing as precautionary measures to limit the community spread and exposure to COVID-19.

g. Enter PROGRAM data into HMIS and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.

3. Rapid Rehousing Program Operations – The CONTRACTOR will be responsible for the provision of Rapid Rehousing Program to Eligible Participants and who does not have incomes higher than HUD's Very Low Income Limit for the Area. Rapid Rehousing costs must be eligible and necessary to help the Participant move as quickly as possible into permanent housing and achieve stability within that housing. The CONTRACTOR shall:

a. Financial Assistance:

i. Conduct an initial evaluation to determine each Participant's eligibility and types and amounts of assistance needed to regain stability in permanent housing

ii. Conduct an income evaluation to determine that each Participant has an annual income below 50 percent AMI, in accordance with ESG-CV requirements

iii. Conduct re-evaluations for eligibility and types and amounts of assistance needed at least once annually

iv. Documentation for Lead-Based Paint disclosure and ESG Minimum

Habitability Standards for participant housing units prior to move-in

v. Documentation for entry into lease or rental agreements with each owner before providing rental assistance payments, including arrears, to owner

vi. Financial assistance cost may be used to pay housing owners, utility companies, and other third parties for the following:

a) Rental assistance, which does not exceed the Fair Market Rent established by HUD and is in compliance with HUD's standard of rent reasonableness

b) Rental application fees

c) Security deposits

d) Last month's rent

e) Utility deposits

f) Utility payments

g) Moving costs, including temporary storage fees for up to three (3) months (storage fees in arrears is not eligible)

b. Services: Housing search and placement

i. Assist participant in locating, obtaining, and retaining suitable permanent housing

ii. Assessment of housing barriers, needs and preferences

iii. Development of action plan for locating housing

iv. Housing search and negotiation with owners

v. Assist participant with submitting rental applications and understanding leases

vi. Assist participant with making moving arrangements, including obtaining utilities

vii. Tenant counseling

c. Services: Housing stability case management

i. Utilize Coordinated Entry System to prioritize families seeking rapid rehousing assistance.

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

iii. Provide case management to participants at least once per month to ensure long-term housing stability

iv. Assist participants with counseling, including owner-tenant mediation, legal services, credit repair and housing counseling

v. Assist participants with developing, securing and coordinating services to obtain Federal, State and local benefits

- vi. Provide information and referrals to other providers as needed, and follow-up with client on referrals
- vii. Develop an individualized housing and service plan, including planning a path to permanent housing stability to retain permanent housing after the ESG assistance ends
- viii. Conduct re-evaluations for services

E. PERFORMANCE MEASURES AND MONITORING

1. The following performance measures will be a requirement of this Contract.
 - a. CONTRACTOR will assist a minimum of 220 eligible Participants by providing Rapid Rehousing Services. As some Participants will not have needs for the maximum assistance to secure permanent housing and achieve housing stability, the total number of households served will likely increase.
 - b. COUNTY in coordination with the CONTRACTOR will conduct on-site or virtual visits or desk monitoring to ensure programmatic compliance at least once during the contract term. Monitoring visits may include, but are not limited to:
 - i. Review of client file documentation
 - ii. Review of eligible activity and cost requirements established by HUD
 - iii. Review of policies and procedures and consistent adherence to PROGRAM practices
 - iv. HMIS data entry completion
 - v. Interviews with program staff
 - c. CONTRACTOR will meet the following expenditure milestones in support of the guidance provided by the State and Federal Government in the utilization of ESG-CV Funding.
 - i. 20 % of total contract expended by July 31, 2021.
 - ii. 40% of total contract expended by September 30, 2021.
 - iii. 60% of total contract expended by November 30, 2021.
 - iv. 80% of total contract expended by January 31, 2022.
 - v. 100% of total contract expended by expended by June 30, 2022.
 - d. Contractor will achieve the following performance outcomes for the Rapid Rehousing Services:
 - i. Of participants that exit the program during the reporting period, 66% of participants exit to a permanent housing destination
 - ii. Of participants that exit the program during the reporting period, 20% of participants will have a higher income than at program entry.
 - iii. Of participants who exit to a permanent destination, 92% will maintain permanent housing for more than six (6) months form the date of their program exit.

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

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

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

F. REPORTING REQUIREMENTS

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

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

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

G. FILE MAINTENANCE AND DOCUMENTATION

1. CONTRACTOR shall prepare all applicable files and perform all administrative management tasks, as indicated in the CONTRACT.

2. CONTRACTOR shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT.

3. Records providing a full description of each activity undertaken.
4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and
5. Other records necessary to document compliance with Subpart K of 24 CFR 570.
6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from the COUNTY, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to the COUNTY within thirty (30) days after the date received by the Operator.
7. Retention: Operator shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

VI. EMERGENCY HOUSING VOUCHERS SUPPORTIVE SERVICES

A. Scope of Services

1. Overview

a. On March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA) of 2021 in law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals and business. Section 3202 of the ARPA appropriates \$5 billion for new incremental EHV, the renewal of those EHV, and fees for the cost of administering the EHV and other eligible expenses as defined by notice. This eligible expensed 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 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 the Access Point, the CONTRACTOR, OCHA and COUNTY. Participants who are issued an EHV from the OCHA are to receive housing support assistance to secure a rental unit that accepts the EHV and at minimum one (1) year of housing stabilization services to effectively address their episode of homelessness and remain permanently housed at the conclusion of the Program. Housing stabilization services will be voluntary for Participants; however, the CONTRACTOR will continue to outreach and engage the Participants to provide housing stabilization services and connections to other support services.

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

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

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

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

iv. Conduct landlord and property owner outreach,

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

vi. Help expedite the EHV leasing process for the Participant

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

c. 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 shall at minimum include:

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

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

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

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

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

3. Use of Funds

a. Provide housing support assistance and financial 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 payment for rental applications, background checks, transportation assistance to and from potential rental units and related appointments with OCHA, rental deposits, utility deposits and appropriate mov-in costs.

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

c. The PROGRAM will also promote connections to supportive service providers, coordination of agencies, connection to other resources, increased housing stability and increased access to benefits and employment resources as needed. Services and operations shall be low-barrier and promote an engagement rich environment in which Participants make

connections to supportive services, mainstream benefits, and stable housing. PROGRAM staff will provide referral and linkage to other supportive services including physical and behavioral health, employment, education and financial counseling providers.

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

B. Target Population and Eligibility Criteria

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

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

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

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

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

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

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

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

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

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

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

c. Any individual who:

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

ii. Has no other residence; and

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

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

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

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

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

C. PROGRAM DESCRIPTION

1. Essential Requirements – CONTRACTOR shall:

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

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

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

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

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

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

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

2. Administrative Management Tasks – CONTRACTOR shall:

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

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

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

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

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

f. Coordinate with COUNTY agencies, the Orange County CoC and community-

based organizations on administrative functions such as Rapid Rehousing Program operations meetings, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing as precautionary measures to limit the community spread and exposure to COVID-19.

g. Enter PROGRAM data into HMIS and adhere to all implementation guidelines developed under the Orange County CoC and per HMIS standards or amended HMIS standards, as applicable.

3. EHV Housing Support Assistance and Housing Stabilization Services Operations – CONTRACTOR shall be responsible for providing Participants issued an EHV from OCHA with housing support assistance, securing rental housing and providing housing stabilization services, in coordination with OC United Way.

a. Housing support assistance shall at minimum include:

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

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

iii. Assist with submitting requests for tenancy approval and other required lease up documentation.

iv. Assessment of housing barriers, needs and preferences

v. 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.

vi. Assist participant with making moving arrangements, including obtaining utilities

vii. Tenant counseling

b. Financial assistance in support of securing rental housing can be provided to Participants under the following guidelines, if Participant does not wish to access a rental unit as identified by OC United Way and has secured a rental unit themselves:

i. Rental application fees

ii. Security deposits not to exceed twice the monthly rent of the units

iii. Utility deposits not to exceed \$200 total per Participant households

iv. Landlord incentives as approved by the COUNTY

c. CONTRACTOR may provide financial assistance to Participants to secure needed home furnishings and home goods in an amount not to exceed \$2,300 per household. Home furnishings may include beds, couches, dining room tables, small and large kitchen appliances. Home goods may include 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.

d. Housing Stabilization services will at minimum include:

i. Provide housing-focused case management utilizing a ratio of one case manager to a maximum of 20 participants

ii. Support tenants with maintaining compliance with rental lease requirements and provide housing stability services for a minimum of 12 months

iii. Provide case management to participants at least once per month to ensure long-term housing stability

iv. Support Participants in addressing any lease violations or concerns from the property manager or landlord to resolve any issues that may jeopardize permanent housing and long-term housing stability.

v. Assess and refer Participants to mainstream benefits and supportive services, when applicable to maintaining housing stability

D. PERFORMANCE MEASURES AND MONITORING

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

a. CONTRACTOR will assist a minimum of 205 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 110 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, 50 percent of the total number of expected Participants will secure permanent rental housing within 90 days of EHV issuance.

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

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

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

g. 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:

- i. Review of client file documentation
- ii. Review of eligible activity and cost requirements established by HUD
- iii. Review of policies and procedures and consistent adherence to PROGRAM practices
- iv. HMIS data entry completion
- v. Interviews with program staff

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

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

E. REPORTING REQUIREMENTS

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

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

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

h. Number of Participants exits and exit types.

F. FILE MAINTENANCE AND DOCUMENTATION

1. CONTRACTOR shall prepare all applicable files and perform all administrative management tasks, as indicated in the CONTRACT.

2. CONTRACTOR shall maintain all records required by the federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT.

3. Records providing a full description of each activity undertaken.

4. Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

6. Annual Audit Submission: Independent audits to be performed by a Certified Public Accountant, which shall include an audit of funds received from the COUNTY, in accordance with applicable regulatory requirements. Copies of each required audit report must be provided to the COUNTY within thirty (30) days after the date received by the Operator.

7. Retention: Operator shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has received final payment.

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4. 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: PATH PEOPLE ASSISTING THE HOMELESS

Tescia Uribe

Chief Program Officer

Print Name

Title

DocuSigned by:
Tescia Uribe
E0D0E3C91DCE483...

6/22/2022

Signature

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
James Harman

Deputy County Counsel

Print Name

Title

DocuSigned by:
James Harman
6026E89386254F6...

6/22/2022

Signature

Date