



**AMENDMENT NO. 13
TO
CONTRACT MA-017-22011885
FOR
COORDINATED ENTRY SYSTEM FOR INDIVIDUALS AND SURVIVORS**

This Amendment to Contract MA-017-22011885 for Coordinated Entry System for Individuals and Survivors is made and entered into upon execution of all necessary signatures between Friendship Shelter, Inc., a California nonprofit corporation (Contractor) 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-042-21011195 for Coordinated Entry Systems for Individuals effective February 23, 2021, through June 30, 2023, in an amount not to exceed \$1,076,333 (“Contract”); and

WHEREAS, the Parties entered into Amendment No. 1 to modify the budgets for Period Two and Period Three, replace the Budget table in Exhibit A. Paragraph II. Budget, and replace the Staffing table in Exhibit A. Paragraph VI. Staffing; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A. Paragraph III. Payments to add advance payment language to the Contract, at no additional cost to the County; and

WHEREAS, the Parties executed Amendment No. 3 to change the administrating agency from OC Health Care Agency (HCA) to the County Executive Office (CEO), changed the Contract Number from MA-042-21011195 to MA-017-22011885, effective July 1, 2022; changed all references in the Contract from HCA to CEO, replaced Reference Contract Provisions, deleted Paragraph IV. Compliance; and

WHEREAS, the Parties executed Amendment No. 4 to replace Exhibit A. Full-Time Equivalents (FTEs) Staffing table; and

WHEREAS, the Parties executed Amendment No. 5 to renew the Contract for one additional year, effective July 1, 2023, through June 30, 2024, in the amount of \$431,210, for a new Contract amount not to exceed amount of \$1,507,543, replaced Referenced Contract Provisions, replaced the Acronyms Section, replaced the Alteration of Terms Section, replaced Licenses and Laws Section, replaced Minimum Wage Laws Section, replaced the Nondiscrimination section, removed the Revenue Section, amended Exhibit A of the Contract to replace the Common Terms and Definitions section, replaced the Budget section, replaced the Payments Section, replaced the Services Section, and replaced the Staffing section; and

WHEREAS, the Parties executed Amendment No. 6 to increase the Contract in the amount of \$63,000, effective upon Board of Supervisor approval, for a new Contract amount not to exceed amount of \$1,570,543, to amend the Maximum Obligation in the Referenced Contract Provisions, to amend Exhibit A of the Contract to replace the budget table in the Budget section, amend Exhibit A, Services section, Paragraph B, to add Subparagraph 3.c.vii for one additional FTE, and amend Exhibit A, Staffing section to replace the FTE table; and

WHEREAS, the Parties executed Amendment No. 7 to amend Exhibit A, Section II. Budget; and

WHEREAS, the Parties executed Amendment No. 8 to renew the Contract for one additional year in the amount of \$494,210, for a new Contract not to exceed amount of \$2,064,753, effective July 1, 2024, through June 30, 2025, amend the Table of Contents, amend the Referenced Contract Provisions, add Federal Contract Provisions, amend the Terms and Conditions of the Contract, amend Attachment A to replace Section II. Budget Table, revise Section III. Payments, replace Section VI. Staffing Table, and add Attachment B to the Contract; and

WHEREAS, the Parties executed Amendment No. 9 to amend Exhibit A, Section II. Budget and Section VI. Staffing; and

WHEREAS, the Parties executed Amendment No. 10 to amend Exhibit A, Section II. Budget; and

WHEREAS, the Parties executed Amendment No. 11 to amend Exhibit A, Section II. and Section VI. Staffing to replace the FTE Table in its entirety; and

WHEREAS, the Parties executed Amendment No. 12 to amend Exhibit A, Section II. Budget, Subparagraph A; and

WHEREAS, the Parties now wish to enter into this Amendment No. 13 to increase the current year, Period 5, by \$65,709.70 for a new total amount of \$559,919.70; and to renew the Contract for one additional year , Period 6, from July 1, 2025, through June 30, 2026, in the amount of \$625,629.40, for a new not to exceed amount of \$2,756,092.10, and to amend the Contract Title, Referenced Contract Provisions, , amend Exhibit A to replace Section I, replace Section II. Budget Table in Subparagraph A; replace Section V. Services; replace Section VI. Staffing Table.

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

1. The Contract title as contained on the heading of the Contract, as well as the heading of Exhibits A and B to the Contract, shall be amended and replaced in its entirety as follows:

CONTRACT
 FOR
 COORDINATED ENTRY SYSTEM FOR INDIVIDUALS AND SURVIVORS
 BETWEEN
 COUNTY OF ORANGE
 AND
 FRIENDSHIP SHELTER, INC.
 FEBRUARY 23, 2021, THROUGH JUNE 30, 2026

2. Referenced Contract Provisions shall be amended and hereby replaced in its entirety as follows:

REFERENCED CONTRACT PROVISIONS

Term: February 23, 2021 - June 30, 2026

Maximum Obligation: \$2,756,092.10

Basis for Reimbursement: Actual Costs

Payment Method: Monthly in Arrears

Contractor's DUNS Number: 883815375

Contractor's Tax ID Number: 33-0219404

Notices to COUNTY and CONTRACTOR:

County: County of Orange/CEO
County Procurement Office
400 West Civic Center, 5th floor
Santa Ana, CA 92701
CEOcarecoordination@ocgov.com

Contractor: Friendship Shelter, Inc.
24361 El Toro Rd. Ste. 215
Laguna Woods, CA 92637
Attention: Program Manager

3. Exhibit A, Section I (“Common Terms and Definitions”), Subparagraph A, shall be amend and replaced in its entirety as follows:

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

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

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

3. Care Plus Program (CPP) means a comprehensive approach to service delivery for Orange County’s most vulnerable Participants. It offers enhanced care coordination, aiming to expedite supportive service linkages quickly and efficiently, by connecting Participants to the most appropriate services and resources across behavioral health, corrections, healthcare, housing and homelessness, and benefits and supportive services.

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

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

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

service providers in the Orange County System of Care.

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

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

9. County of Orange Standards of Care for Emergency Shelter Providers (Standards of Care) are a comprehensive set of administrative, operational and facility-based standards designed to support the quality and consistency of program operations, evidenced-based participant services, core organizational and administrative functions, and facility design and operations.

10. Cultural Competency means consideration for cultural and linguistic factors in addressing the needs of populations to be served. Subpopulation identities may include, but are not limited to, race and ethnicity, gender and gender identity, sexual orientation, economic class, age, family status, language spoken and understood, physical and mental disabilities, living situation, etc. The Program must have the capacity to accommodate special populations within the general population (i.e., youth, LGBTQIA, Participants with disabilities, Veterans, victims of domestic violence) throughout all levels of the organization, from organizational vision and mission statement to policy implementation, and to service delivery procedures and philosophies.

11. Data Collection System means software designed for collection, tracking and reporting outcomes data for Consumers enrolled in the Homeless Service Programs.

12. Domestic Violence means the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who— (A) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim; (B) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (C) shares a child in common with the victim; or (D) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.”

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

14. Family means household with at least one minor child and one adult over the age of 18, household with an expectant mother, or household that are working towards reunification with minor children referred by the County or any other referral partner.

15. Harm Reduction are policies, procedures, and practices that aim to reduce the negative consequences of behaviors that are detrimental to the Participant's health and well-being (i.e., abuse of drugs and/or alcohol, failure to be medication compliant, engaging in criminal activity, choosing to sleep outside, etc.). In shelter settings, harm reduction is intended to prevent a Participant's termination from the Program based solely on his or her inability to stop engaging in harmful behaviors.

16. HMIS means Homeless Management Information System and refer to the HUD mandated database used to collect participant-level data on the provision of housing and services to individuals and families experiencing homelessness, as well as persons at-risk of homelessness.

17. Housing First Principles include Access to a Program is not contingent on sobriety, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, or other unnecessary conditions; support services are available but are voluntary, participant-driven, individualized, and flexible; and services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use are a part of some participants' lives. Participants are engaged in nonjudgmental communication regarding drug and alcohol use and are offered education regarding how to avoid risky behaviors and engage in safer practices.

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

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

20. Individuals refers to adults aged 18 and older. Individuals may be single person households and adult-only households.

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

22. Motivational Interviewing is directive, Participant-centered counseling style for eliciting behavior change by helping Participants to explore and resolve ambivalence.

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

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

25. Progressive Engagement means a flexible, targeted and efficient approach to service delivery. It recognizes each household's strengths and needs that can change over time, targeting resources to meet those needs and ensuring that the most intensive resources remain available to those with the greatest needs. Progressive Engagement is a practice of helping households end their homelessness as rapidly as possible, despite barriers, with minimal financial and support resources. More supports are applied to those households who struggle to stabilize.

26. Referral means providing the effective linkage of a Consumer to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the Consumer has made contact with the referred service. Participants are referred to available housing resources and services in accordance with the policies and procedures approved by the CoC Board.

27. Service Planning Area (SPA) is a regional sector within Orange County. The three geographic regions are North, Central and South SPA designated to improve service coordination and align resources among regional cities in Orange County. Reference Attachment A.

28. System of Care Data Integration System (SOCDIS) means a project that integrated nine databases, creating one Virtual Client Record with a Participant's demographics, program history and service utilization. Interdepartmental data and

information sharing is facilitated by a Multi-Disciplinary Team that meets twice a month to coordinate care for high utilizers accessing County services/programs.

29. Survivor(s) means person(s) who is fleeing, attempting to flee or is a victim of domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member that either takes place in, or causes them to be afraid to return to, their primary nighttime residence (including human trafficking).

30. Transitional Aged Youth (TAY) refers to individuals who are between the ages of 18 to 24 at program entry. TAY may also include households whose head of households is between the ages of 18 to 24.

31. Trauma-Informed Care requires that every part of the Program’s design and operation be approached with an understanding of trauma and the impact it has on those receiving services.

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

33. Violence Against Women Act (VAWA) is a federal law that protects individuals who are survivors of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, sexual orientation, or gender identity.

4. The table contained in Exhibit A, Section II (“Budget”), Subparagraph A, shall be amended and replaced in its entirety as follows:

	PERIOD 1 February 23, 2021, through June 30, 2021	PERIOD 2 July 1, 2021, through June 30, 2022	PERIOD 3 July 1, 2022, through June 30, 2023	PERIOD 4 July 1, 2023, through June 30, 2024	PERIOD 5 July 1, 2024, through June 30, 2025	PERIOD 6 July 1, 2025, through June 30, 2026
ADMINISTRATIVE COSTS						
Salaries	\$0	\$0	\$0	\$19,554.40	\$21,331.44	\$21,331.44
Benefits	\$0	\$0	\$0	\$4,497.61	\$2,720.57	\$2,720.57
Services and Supplies	\$0	\$0	\$0	\$3,456.00	\$3,456.00	\$3,456.00
Indirect Costs	\$19,452	\$39,000	\$39,000	\$7,392.00	\$ 14,870.27	\$ 22,948.53

SUBTOTAL ADMINISTRATION COSTS	\$19,452	\$39,000	\$39,000	\$34,300.01	\$42,378.28	\$50,456.54
PROGRAM COSTS						
Salaries	\$76,941	\$186,294	\$201,681.61	\$266,078.65	\$ 298,835.06	\$335,931.13
Benefits	\$17,642	\$42,025	\$32,292.39	\$43,431.34	\$ 53,803.10	\$ 62,335
Services & Supplies	\$10,272	\$26,196	\$22,268	\$21,261.40	\$ 29,703.27	\$ 41,706.54
Subcontractors	\$61,106	\$137,695	\$135,968	\$129,138.60	\$135,200.00	\$135,200.00
Start-Up Costs	\$28,500	\$0	\$0	\$0	\$0	\$0
SUBTOTAL PROGRAM COSTS	\$194,461	\$392,210	\$392,210	\$459,909.99	\$517,541.43	\$575,172.86
TOTAL GROSS COSTS	\$213,913	\$431,210	\$431,210	\$494,210	\$ 559,919.71	\$625,629.40
REVENUE						
CoC PROGRAM – CES GRANT	\$213,913	\$431,210	\$431,210	\$494,210	\$559,919.70	\$625,629.40
TOTAL PROVIDER MATCH	\$53,478.25	\$107,802.50	\$107,802.50	\$107,802.50	\$107,802.50	\$152,232.97
TOTAL REVENUE	\$213,913	\$431,210	\$431,210	\$494,210	\$ 559,919.70	\$625,629.40
TOTAL MAXIMUM OBLIGATION	\$213,913	\$431,210	\$431,210	\$494,210	\$559,919.70	\$625,629.40

5. Exhibit A, Section III (“Payments”), Subparagraph C, shall be amended and replaced in its entirety as follows:

C. CONTRACTOR will have sixty (60) days following the end of each Contract Period to submit outstanding invoices for reimbursement of eligible costs incurred during that Contract Period. After the sixty (60) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and CONTRACTOR shall be ineligible for any further reimbursement.

6. Exhibit A, Section V (“Services”), shall be amended and replaced in its entirety as follows:

V. SERVICES

A. SCOPE OF SERVICES

1. Overview

a. The COUNTY serves as the CES Lead for the Orange County CoC and is responsible for the implementation of a CES that address the needs of persons experiencing homelessness in Orange County, including adult only households, families with minor children, Veterans, TAY and Survivors. The primary goal of CES is to facilitate a participant-centered process that streamlines access to the most appropriate services and housing interventions for individuals and survivors experiencing homelessness or at risk of experiencing homelessness in Orange County. The CES aims to meet individualized preferences and needs with the goal of supporting participants return to stable housing. Persons experiencing homelessness and at risk of experiencing homelessness gain access to housing and supportive services more seamlessly through regionally coordinated access.

b. The CES embraces a Housing First approach and offers services and housing to persons experiencing homelessness without preconditions (such as sobriety, mental health treatment, or a minimum income threshold) or service participation requirements. The primary goals in the Housing First model are rapid placement and stabilization into permanent housing. The CES promotes the use of diversion and solution-focused problem-solving strategies to effectively resolve a participant's housing crisis at the point of engagement and during ongoing engagement with the CES collaborating agencies. CES collaborating agencies include COUNTY departments, nonprofit homeless service providers and community-based organizations.

c. The purpose of this CONTRACT is for the CONTRACTOR to serve as the Regional Coordinator for the CES for Individuals and for the CES for Survivors for the North, Central and South Service Planning Areas (SPAs) in Orange County. The CONTRACTOR will promote robust service coordination within and across SPAs, ensure alignment with the CES requirements, and lead strategic initiative and collaborative efforts that facilitate access to the System of Care, primarily housing resources. The CONTRACTOR will support in the implementation of diversion and solution-focused problem-solving strategies to decrease the length of time individuals and survivors experience homelessness and maximize the appropriate use of available housing resources.

2. Program Description Summary

a. The CONTRACTOR will primarily be responsible for developing collaboration between public and private agencies, including but not limited to COUNTY Departments, homeless service providers, Victim Service Providers (VSP) and community-based organizations. The CONTRACTOR will ensure that both the CES for Individuals and CES for Survivors is accessible to and serves individuals and survivors who are experiencing homelessness or at risk of experiencing homelessness in Orange County. The CONTRACTOR for the CES for Individuals and the CES for Survivors for the North, Central and South SPA

of Orange County will be required to fulfill four (4) key competency areas – (1) leadership, (2) system support and guidance, (3) regional coordination and (4) system partnerships.

i. Leadership – CONTRACTOR shall provide leadership to ensure that both, the CES for Individuals and the CES for Survivors operates with an efficient, clear and consistent process across respective SPA(s) and in collaboration with all the SPAs in Orange County in accordance with federal, state and local regulations, policies and procedures.

ii. System Support and Guidance – CONTRACTOR shall provide system support and guidance around the CES core competencies.

iii. Regional Coordination – CONTRACTOR shall assist in facilitating the CES for Individual and the CES for Survivors, SPA level meetings to increase regional engagement and alignment with CES and to disseminate information at a regional level. The primary goal of these meetings will be to facilitate care coordination to support participants with connections to appropriate housing resources. The SPA level meetings allow for discussions and problem-solving strategies that reflect the SPA's unique needs and resources.

iv. System Partnerships – CONTRACTOR shall be tasked with developing collaboration across public and private agencies within the North, Central and South SPA to support those experiencing homelessness and special subpopulations such as Veterans, TAY and Survivors. This may be done through the development of a SPA specific Referral Network that includes representatives from different sectors within the System of Care.

b. The CONTRACTOR will match grant funds with no less than 25 percent of funds or in-kind contributions from other sources. For Fiscal Year 2024-2025 (FY 24-25) there will not be an increased match amount, the match requirement of 25% will be based off the original FY 24-25 budgeted amount of \$494,210. The required match for FY 25-26 will be 25% of the full contract amount, \$625,629.40. The CONTRACTOR may work with nonprofit organizations and other community partners in obtaining match letters detailing the source of funding and confirming it is not a match for any other funding on an annual basis.

c. The CONTRACTOR will be subcontracting with Mercy House Living Centers, Inc. (SUBCONTRACTOR) to support in the provision of Regional Coordinator services for the North and Central SPA. The CONTRACTOR will ensure quality of program, providing technical assistance, support and other required activities to SUBCONTRACTORS as part of the operations of the PROGRAM. The SUBCONTRACTORS will support the delivery of contracted services and operations of the PROGRAM. The CONTRACTOR may end their subcontracting relationship with the SUBCONTRACTOR at any point during the CONTRACT but must give advance notice to the COUNTY and provide a transition plan that ensured the ongoing operations of the program.

d. The CONTRACTOR pursuant to the requirements set forth in this Scope of Services and consistent with the requirements of CES and in consultation with the COUNTY will implement this program in the North, Central and South SPA.

4. Referrals and Bed Reservations

a. The CONTRACTOR will work with the COUNTY, the Virtual Front Door and VSP (i.e. Human Options and Interval House) to develop and implement the referral process for eligible Participants to access either or both CES for Individuals and CES for Survivors. The referral process at minimum will include the transfer of information from the Virtual Front Door to the CONTRACTOR through the use of HMIS, a comparable database and other secure technologies. This information may be further communicated and shared with Access Points across the SPA for the purposes of facilitating access to both the CES for Individuals and the CES for Survivors.

b. The CONTRACTOR will work with the COUNTY and regional navigation centers and emergency shelter programs (i.e., Bridges at Kraemer Place and Yale Navigation Center) in support of the development and implementation of Bed Reservation module in HMIS.

5. Use of Funds

a. The funds allocated to the CONTRACTOR through this Contract will support the administrative costs, salaries and benefits and services and supplies related to the implementation of the CES Regional Lead for the North, Central and South SPA.

B. 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. 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. 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.

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

e. Ensure that all CONTRACTOR staff and volunteers working in support of the Contract complete an initial training on confidentiality and compliance within the first month

of support the Contract and annually thereafter to ensure appropriate safeguards are in place to maintain Participant information and PII private, confidential, secure, etc. Additionally, all CONTRACTOR staff and volunteers will have to sign a confidentiality agreement not to share any Personal Identifiable Information (PII) from any Participant outside of facilitating the CES Regional Lead functions.

f. Provide regional coordination for the PROGRAM for Participants at-risk of experiencing homelessness and experiencing 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 and to the stakeholders functioning as access points and housing providers within the SPA.

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

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

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

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

f. Coordinate with COUNTY agencies, the Orange County CoC, local VSPs and community-based organizations on administrative functions such as CES Regional Lead operations meetings, as necessary and appropriate. This should incorporate technology solutions such as teleconferencing and videoconferencing.

g. Enter PROGRAM data into HMIS and/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. CES Regional Lead Responsibilities

a. CONTRACTOR will be responsible facilitating the administration and management of CES for Individuals and CES for Survivors in the North, Central and South SPA in Orange County (“PROGRAM”) in a manner satisfactory to the COUNTY.

b. CONTRACTOR must provide services related to the administration and coordination of a Regional CES as defined by the regulations governing the CoC Grant program which can be found at 24 CFR part 578. Under the direction of the CoC, CoC Board and in coordination with ADMINISTRATOR

c. CONTRACTOR shall assist by providing leadership for the following activities, but not limited to:

i. Acting as primary representative for both CES for Individuals and CES for Survivors in respective SPA.

ii. Supporting the expansion of the CES by engaging new partnering agencies and expanding access points.

iii. Providing training and technical assistance related to CES policies and procedures.

iv. Ensuring consistent communication with CES participating agencies within respective SPA(s).

v. Working with regional leadership to create regional goals and strategies towards improving system function and reducing homelessness.

vi. Continuous program evaluation, data analysis and soliciting participant and CES partner feedback.

d. CONTRACTOR shall provide system support and guidance around the CES competencies to ensure:

i. to ensure ease of access to CES for the target population;

ii. consistent regional use of the CES assessment tool and entry of data;

iii. prioritization is a consistent and transparent process; and

iv. increased communication between CES partnering agencies including VSPs and housing or supportive service providers

e. CONTRACTOR will promote and facilitate regional coordination that will:

i. Ensure that participants that have been prioritized on the community queue for housing resources are being actively engaged.

ii. Create coordination between multiple agencies that may be working with the same participant towards their housing goals.

iii. Facilitate housing transfers for participants in need of a more appropriate level of care.

iv. Tracking matched participant's progress towards permanent housing attainment and addressing any impeding barriers.

v. Provide consultation and problem solving for difficult situations/scenarios.

vi. Ensure that leadership from participating agencies are receiving information pertaining to CES operations.

vii. Have access to facility/office space to facilitate stakeholder meetings and services.

5. CES Grant Funding Responsibilities – Additional responsibilities of CONTRACTOR must include but are not limited to the following:

a. Operate the Program in accordance with the provisions of title IV of the McKinney- Vento Homeless Assistance Act 42 U.S.C 11301 et seq. (the "Act") and all requirements of the Continuum of Care Program Rule (the "Rule");

b. Monitor and report the progress of the PROGRAM to ADMINISTRATOR;

c. Maintain confidentiality of records pertaining to any individual or survivor that was provided violence prevention or treatment services through the PROGRAM;

d. The address or location of any violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;

e. Establish operating procedures and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;

f. Use the CES established by the CoC as required by the regulations governing the CoC Grant Program which can be found at 24 CFR 578;

g. Follow the written standards, developed by the CoC, for providing CoC assistance, including those required by the regulations governing the CoC Grant Program which can be found at 24 CFR 578; and

h. Comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability as applicable to grantees under the program.

5. CES Funds Record Keeping Requirements

a. CONTRACTOR is responsible for maintaining Participant case files as well as maintaining administrative and financial backup for all services rendered to Participants under this contract in a form and manner that mirrors the requirements of 24 CFR 578.103 for five (5) years following the closeout of all pending matters related to this Contract. Prior to the destruction or disposition of any of the above-referenced documents or records, CONTRACTOR shall notify COUNTY, in writing, of such intended destruction or disposition at least 60 days in advance.

Additionally, CONTRACTOR must permit a designated COUNTY staff person or other designee to perform periodic reviews and/or audits, not less than one time annually, of such files to ensure program compliance and consistency.

b. COUNTY, HUD, the HUD Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, shall have a reasonable time the right of timely and unrestricted access to any books, documents, papers, or other records of CONTRACTOR, that are pertinent to this Contract in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right may also include timely and reasonable access to CONTRACTOR personnel for the purpose of interview and discussion related to such documents.

c. COUNTY will be responsible for tracking and reporting Participant data and program outcomes using the HMIS system (or comparable system). Accordingly, CONTRACTOR shall work cooperatively to provide County with data that conforms to HUD requirements under the CoC Grant Program. In the event any such reports, disclosures or submissions referenced in the aforementioned terms and conditions are required to be included in a report, disclosure or other submission of COUNTY to HUD, CONTRACTOR shall provide such report, disclosure or other submission to COUNTY per the prescribed timeframe minus five days, or as agreed upon by the Parties in writing.

C. TARGET POPULATION AND ELIGIBILITY REQUIREMENTS

The target population for the CES for Individuals will be defined by U.S. Department of Housing and Urban Development (HUD) criteria for defining at risk of homelessness and those currently experiencing homelessness, Categories 1, 2, 3 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. The target population for CES for Survivors will be individuals (adult only households) or families (households with at least one minor and one adult) fleeing or attempting to flee domestic violence in Orange County who meet the Homeless Emergency Assistance and Rapid Rehousing Transition to Housing (HEARTH) Act definition of

homelessness for people fleeing or attempting to flee domestic violence as defined below from 24 CFR Parts 91, 582 and 583:

1. At Risk of Homelessness – An individual who:
 - a. Has an annual income below 30% of median family income for the area; AND
 - b. Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place defined in Category 1 of the “homeless” definition; AND
 - c. Meets one of the following conditions:
 - i. Has moved because of economic reasons two (2) or more times during the 60 days immediately preceding the application for assistance; or
 - ii. Is living in the home of another because of economic hardship; or iii. Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; or
 - iv. Lives in a hotel or motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; or
 - v. Lives in a single room occupancy (SRO) or efficiency apartment unit in which there reside more than two (2) persons or lives in a larger housing unit in which there reside more than one (1) and a half persons per room; or
 - vi. Is exiting a publicly funded institution or system of care; or
 - vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient’s approved Con Plan.

2. Category 1: Literally Homeless

Individual who lacks a fixed, regular, and adequate nighttime residence, meaning:

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

c. 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.

3. Category 2: Imminent Risk of Homelessness: persons who will immediately lose their primary nighttime residence provided that residence will be lost within 14 days of the date of application for homeless assistance; no subsequent residence has been identified; and the individual lacks the resources or support networks needed to obtain other permanent housing.

4. Category 3: Homeless under other Federal Statutes: Unaccompanied youth under 25 years of age who do not otherwise qualify as homeless under this definition, but who are defined as homeless under the other listed federal statutes; have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; have experienced persistent instability as measured by two (2) moves or more in the preceding 60 days; and can be expected to continue in such status for an extended period of time due to special needs or barriers.

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

Any individual who:

- a. Is fleeing, or is attempting to flee, domestic violence
- b. Has no other residence; and
- c. Lacks the resources or support networks to obtain other permanent housing

D. PERFORMANCE MEASURES AND MONITORING

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

a. Complete an annual evaluation to ensure compliance and effectiveness of both the CES for Individuals and the CES for Survivors and develop ways of reporting evaluation results.

b. Distribute protocols and conduct an assessor training at least once a year which may be conducted in-person, a live or recorded online sessions or a self-administered training, to participating staff at organizations that serve as access points or otherwise conduct assessments.

c. 10% of PROGRAM participants will be prevented from experiencing homelessness or diverted from experiencing ongoing homelessness with resources available outside of CES.

d. Average length of time between PROGRAM start date and date of housing move in date will be less than 280 days.

e. Increase permanent housing outcomes by 3%, year over year as tracked by the PROGRAM and through the collaborative efforts of the CONTRACTOR.

f. Track progress and efforts made to achieve function zero for Individuals, Veterans, TAY and Survivors experiencing chronic homelessness.

2. 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. COUNTY shall periodically evaluate CONTRACTOR'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 CONTRACTOR.

E. REPORTING REQUIREMENTS

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month/quarter being reported unless otherwise specified. The reporting shall support the COUNTY in evaluating the CONTRACTOR's performance related to participant data, program linkages and units of services. Programmatic reports will include the following:

a. Daily, CONTRACTOR shall enter the data in HMIS to comply with HUD's data collection, management, and reporting standards and used to collect participant-level data and data on the provision of housing and services to individuals and survivors experiencing homelessness who are in CES. Additionally, the CONTRACTOR shall adhere to all implementation guidelines developed under the CoC and per Orange County HMIS Standards or amended HMIS Standards, if applicable.

b. On a monthly basis or as requested, CONTRACTOR shall report the following information to ADMINISTRATOR by component – CES for Individuals and CES for Survivors:

- i. Unduplicated participants accessing the CES in the SPA
- ii. Number of new participants referred to the Community Queue in the SPA
- iii. Number of CES participants successfully referred or diverted to a permanent housing resource

iv. Average length of time homeless of households currently enrolled in the PROGRAM

v. Average length of time (in number of days) between PROGRAM start date and

date of housing move in; and

vi. Number of exits from CES by exit type.

c. On an annual basis, CONTRACTOR shall report the following information to the ADMINISTRATOR:

i. Increases and improved process of permanent housing placements for individuals and survivors experiencing homelessness;

ii. Number of people and households successfully attaining permanent housing;

iii. Decrease in average length of time homeless for participants who are enrolled in PROGRAM;

iv. CES analysis and continuous improvement plan addressing the four key components of CES – access, assessment, prioritization and referral;

v. Analysis relating to racial disparities and develop an action plan for racial equity in the SPA; and

vi. Number of CES partnership agencies with a goal of increasing partnerships annually.

vii. PROGRAM evaluation to include quantitative and qualitative measures using data in HMIS and collected from participants and community stakeholders.

2. ADMINISTRATOR may request additional program reports of CONTRACTOR in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will be specific as to the nature of information requested and may allow up to thirty (30) calendar days for CONTRACTOR to respond to request.

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.

7. The table contained in Exhibit A, Section VI (“Staffing”), Subparagraph C shall be amended and replaced in its entirety as follows:

	PERIOD 1 February 23, 2021, through June 30, 2021	PERIOD 2 July 1, 2021, through June 30, 2022	PERIOD 3 July 1, 2022, through June 30, 2023	PERIOD 4 July 1, 2023, through June 30, 2024	PERIOD 5 July 1, 2024, through June 30, 2025	PERIOD 6 July 1, 2025, through June 30, 2026
ADMINISTRATIVE FTEs						
Director of Program Development and Compliance	0	0	0	0.05	0.05	0.05
Accounting & Compliance Assistant	0	0	0	0.05	0.05	0.05
Contracts Manager	0	0	0	0.01	0.05	0.05

	PERIOD 1 February 23, 2021, through June 30, 2021	PERIOD 2 July 1, 2021, through June 30, 2022	PERIOD 3 July 1, 2022, through June 30, 2023	PERIOD 4 July 1, 2023, through June 30, 2024	PERIOD 5 July 1, 2024, through June 30, 2025	PERIOD 6 July 1, 2025, through June 30, 2026
Director of Human resources	0	0	0	0.03	0.03	0.03
Executive Director	0	0	0	0.03	0.05	0.05
Chief Operations Officer	0	0	0	0.05	0.05	0.05
SUBTOTAL						
ADMINISTRATION FTEs	0	0	0	0.22	0.28	0.28
PROGRAM FTEs						
CES Manager	1	1	0.5	1	1	1
South SPA Administrator	1	1	1	1	1	1
CES for Survivor Administrator	0	0	0	0	1	1
CES Data Administrator	0	0	0	0	0.15	0.15
Data Associate	0	0	0	0	0.50	0.50
CES Data Technician (Lead)	1	1	1	1	1	1
Director of Program Development & Compliance	0.58	0.05	0.05	0	0	0
Data and Compliance Manager	0.58	0.1	0.05	0	0.09	0.09
Accounting Assistant	0.03	0.03	0.03	0.03	0.03	0.03

	PERIOD 1 February 23, 2021, through June 30, 2021	PERIOD 2 July 1, 2021, through June 30, 2022	PERIOD 3 July 1, 2022, through June 30, 2023	PERIOD 4 July 1, 2023, through June 30, 2024	PERIOD 5 July 1, 2024, through June 30, 2025	PERIOD 6 July 1, 2025, through June 30, 2026
Director of Programs	0.1	0	0	0	0	0
Data Technician	0	1	1	1.91	1.31	1.31
Data and IT Manager	0	0	0	0.54	0.54	0.54
Director of Services	0	0	0	0.175	0.175	0.175
SUBTOTAL PROGRAM FTEs	4.28	4.18	3.36	5.38	6.795	6.795
SUBCONTRACTOR						
NORTH SPA CES Administrator	0.35	1	1	1	1	1
Central SPA CES Administrator	0.35	1	1	1	1	1
North/Central Data Technician	0.35	0	0	0	0	0
Program Manager	0	0.02	18	0	0	0
SUBTOTAL SUBCONTRACTOR FTEs	1.05	2.02	2.18	2	2	2
TOTAL FTEs	5.33	6.2	5.81	7.6	9.075	9.075


8. This Amendment No. 13 modifies the Contract and all previous Amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 12 and all previous Amendments and the Contract, the terms and conditions of this Amendment No. 13 prevail. In all other respects, the terms and conditions of the Contract, including its amendments, not specifically changed by this Amendment No. 13, and all previous Amendments remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

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


Friendship Shelter, Inc., a California Nonprofit Corporation

<p><u>Dawn Price</u> _____ Print Name</p> <p>DocuSigned by:  _____ <small>8953E407CBD3406...</small></p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Signature</p>	<p><u>Executive Director</u> _____ Title</p> <p><u>11/15/2024</u> _____ Date</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
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County of Orange, a political subdivision of the State of California

<p>_____</p> <p>Print Name</p> <p>_____</p> <p>Signature</p>	<p><u>Deputy Purchasing Agent</u> _____ Title</p> <p>_____</p> <p>Date</p>
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APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

<p><u>Christopher Anderson</u> _____ Print Name</p> <p>DocuSigned by:  _____ <small>FD52599179CA41C...</small></p>	<p><u>Deputy County Counsel</u> _____ Title</p> <p><u>11/15/2024</u> _____ Date</p>
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