



**AMENDMENT NO. 3
TO
CONTRACT MA-017-22011914
FOR
HOMELESS PREVENTION EMPLOYMENT PROGRAM SERVICES**

This Amendment to Contract MA-017-22011914 for Homeless Prevention Employment Program Services is made and entered into upon execution of all necessary signatures between The Chrysalis Center, 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-042-20010796 for Homeless Prevention Employment Program Services effective July 1, 2020, through June 30, 2023, in an amount not to exceed \$900,000 (Contract); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract to modify the Budget Table, modify the Full-Time Equivalents (FTEs) Table, and to replace Contract number MA-042-20010796 with MA-042-21010618, effective July 1, 2020 through June 30, 2023.

WHEREAS, the Parties executed Amendment No. 2 to amend the Contract to change the administrating agency from OC Health Care Agency (HCA) to the County Executive Office (CEO), changed the Contract number from MA-042-21010618 to MA-017-22011914, changed all references in the Contract from HCA to CEO, deleted Paragraph IV. from the Contract, replaced Notices to County and Contractor in the Referenced Contract Provisions, and replaced Payment Invoicing Instructions.

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for two additional years, effective July 1, 2023 through June 30, 2025, in the amount of \$300,000 per fiscal year, for a new not to exceed amount of \$1,500,000, replace Referenced Contract Provisions, replace the

Acronyms Section, replace Licenses and Laws Section, replace Minimum Wage Laws Section, replace the Nondiscrimination section, remove the Revenue Section, and amend Exhibit A of the Contract to replace Common Terms and Definitions, replace the Budget table, replace the Payments Section, replace the Services Section and replace the Full-Time Equivalents (FTEs) table; and

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

1. Referenced Contract Provisions Section is hereby amended and replaced in its entirety as follows:

REFERENCED CONTRACT PROVISIONS

Term: July 1, 2020, through June 30, 2025

Period One means the period from July 1, 2020, through June 30, 2021.

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

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

Period Four means the period from July 1, 2023, through June 30, 2024.

Period Five means the period from July 1, 2024, through June 30, 2025.

Maximum Obligation:	Period One Amount Not to Exceed:	\$300,000
	Period Two Amount Not to Exceed:	\$300,000
	Period Three Amount Not to Exceed:	\$300,000
	Period Four Amount Not to Exceed:	\$300,000
	Period Five Amount Not to Exceed:	<u>\$300,000</u>
	TOTAL AMOUNT NOT TO EXCEED:	\$1,500,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: FS22RA735CM9

CONTRACTOR TAX ID Number: 95-397-2624

Notices to COUNTY and CONTRACTOR:

<p>COUNTY: County Executive Office County Procurement Office 400 W. Civic Center Dr. 5th Fl Santa Ana, CA 92701 CEOCareCoordination@ocgov.com</p>	<p>CONTRACTOR: The Chrysalis Center 522 S. Main Street Los Angeles, CA 90013 Mark Loranger, President & CEO MarkL@changelives.org</p>
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2. Section I. Acronyms is hereby amended to add the following Acronyms:

A.	AB	Assembly Bill
B.	AB 109	Assembly Bill 109, 2011 Public Safety Realignment
C.	AIDS	Acquired Immune Deficiency Syndrome
D.	APR	Annual Performance Report
F.	BCSH	Business, Consumer Services and Housing Agency
G.	BHS	Behavioral Health Services
H.	Cal ICH	California Interagency Council on Homelessness
I.	CDBG	Community Development Block Grant
J.	CDSS	California Department of Social Services
K.	CEO	County of Orange County Executive Office
L.	CFDA	Catalog of Federal Domestic Assistance
Q.	CPP	Care Plus Program
R.	CSW	Clinical Social Worker
Y.	DHCS	California Department of Health Care Services
AC.	ESG	Emergency Solutions Grant
AD.	ES	Emergency Shelter
AJ.	HCD	California Department of Housing and Community Development
AK.	HCV	Housing Choice Voucher
AL.	HHAP	Homeless, Housing, Assistance and Prevention
AM.	HIV	Human Immunodeficiency Virus
AO.	HOME	HOME Investment Partnership Program
AS.	LCSW	Licensed Clinical Social Worker
AU.	MHP	Mental Health Plan
AW.	OCCR	Orange County Community Resources
BE.	PSH	Permanent Supportive Housing

BL.	RRH	Rapid Rehousing
BM.	SB	Senate Bill
BN.	SOCDIS	System of Care Data Integration System
BR.	SPA	Service Planning Area
BS.	SUD	Substance Use Disorder
BT.	TAY	Transitional Aged Youth
BW.	VASH	Veterans Affairs Supportive Housing
BX.	YAB	Youth Advisory Board

3. Section XVII. Licenses and Laws is hereby amended and replaced in its entirety as follows:

XVII. COMPLIANCE WITH LAWS, FUNDING REQUIREMENTS AND LICENSES

- A. CONTRACTOR represents and warrants that services to be provided under this Contract shall fully comply, at CONTRACTOR'S expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws and funding requirements applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph XV above, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- B. Funds provided under this Contract must be used solely for the purposes identified in in this Contract. In accordance with Paragraph XV above, CONTRACTOR agrees to indemnify, defend, and hold harmless the County of Orange for any sums the State or Federal government contends or determines CONTRACTOR used in violation of this Contract. CONTRACTOR shall immediately return to the COUNTY any funds the COUNTY or any responsible State or Federal agency, including the Department of Treasury, determines the CONTRACTOR has used in a manner that is inconsistent with this Contract or as a result of noncompliance with any applicable regulations or funding requirements. The provisions of this paragraph shall survive termination of this Contract.

- C. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies.
- D. Enforcement Of Child Support Obligations
1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Contract.
 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Contract:
 - a) In the case of an individual CONTRACTOR, his/her name, date of birth, social security number, and residence address;
 - b) In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
 3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

4. Section XX. Minimum Wage Laws, is hereby amended and replaced in its entirety as follows:

XX. MINIMUM WAGE LAWS

- A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all of its officers, agents, employees, affiliates and subcontractors ("Covered Individuals") that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the

greater of the federal or California Minimum Wage.

- B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to providing services pursuant to this Contract.
- C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

5. Paragraph XXI. Nondiscrimination, is hereby amended and replaced in its entirety as follows:

XXI. NONDISCRIMINATION

A. Employment

- 1. During the term of this Contract, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.
- 3. CONTRACTOR shall not discriminate between employees with spouses and employees with domestic partners or discriminate between domestic partners and spouses of those employees, in the provision of benefits.
- 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the EOC.

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.
 6. Each labor union or representative of workers with which CONTRACTOR and/or subcontractor has a collective bargaining Contract or other contract, or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.
- B. Services, Benefits And Facilities – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination includes, but is not limited to the following based on one or more of the factors identified above:
1. Denying a Client or potential Client any service, benefit, or accommodation.
 2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
 4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.

5. Assignment of times or places for the provision of services.
 - C. Complaint Process – CONTRACTOR shall establish procedures for advising all Clients through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.
 1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either orally or in writing.
 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.
 - D. Persons With Disabilities – CONTRACTOR and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.
 - E. Retaliation – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.
 - F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.
6. Section XXVII. Revenue is hereby deleted and replaced in its entirety as follows to maintain original contract paragraph numbering:

XXVII. Intentionally Omitted

7. Exhibit A, I. Common Terms and Definitions Section is hereby amended to add the following:

4. 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.

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

11. 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.

12. 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.

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

15. 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.

16. 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.

18. 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.

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

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

28. 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.

32. 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.

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

34. 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.

35. 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.

8. Exhibit A, Section II. Budget is hereby amended and replaced in its entirety as follows:

	PERIOD ONE (FY 2020- 2021)	PERIOD TWO (FY 2021- 2022)	PERIOD THREE (FY 2022- 2023)	PERIOD FOUR (FY 2023- 2024)	PERIOD FIVE (FY 2024- 2025)
PROGRAM COSTS					
Salaries	\$223,814	\$217,955	\$217,955	\$229,824.00	\$226,696.00
Payroll Taxes	\$18,466	\$16,674	\$16,674	\$19,041.00	\$18,782.00
Benefits	\$30,447	\$38,098	\$38,089	\$33,863.00	\$36,340.00
Program Administration and Data	\$27,273	\$27,273	\$27,273	\$17,272.00	\$18,182.00
TOTAL MAXIMUM OBLIGATION	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000

9. Exhibit A, Section III. Payments is hereby amended and replaced in its entirety as follows:

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly in arrears. Upon execution of the Contract, the provisional amount of \$25,000, for one month of services may be invoiced at the beginning of the Period by CONTRACTOR and paid by COUNTY. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State and/or Federal regulations.

1. In support of the monthly invoices, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR

may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (20th) calendar day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice form.

C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records and records of services provided.

D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Contract.

E. ADMINISTRATOR shall reconcile the provisional payment in the last three (3) months of the fiscal year by deducting no more than fifty percent (50%) of the provisional payment each month.

F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Contract.

10. Exhibit A, Section V. Services is hereby amended and replaced in its entirety as follows:

I. SERVICES

A. Scope of Services - CONTRACTOR shall perform all services set forth in the program description and shall be responsible for administering Homeless Prevention Employment Program (Program) funded with local funds, as described as follows, in a manner satisfactory to COUNTY and consistent with any standards required as a condition of providing these funds.

1. Program Description: CONTRACTOR shall provide client outreach and engagement, job readiness and barrier removal services, job search assistance and support, transitional employment opportunities (as available), and job retention support, following the program design below:

a. Overview - As part of COUNTY's effort to provide resources and support to individuals experiencing homelessness, as well as those who are unstably housed, and low-income, CONTRACTOR shall provide employment services focused on assisting individuals to become ready for a job, securing a job, and retaining a job. CONTRACTOR shall work collaboratively with

ADMINISTRATOR, County contractors, as well as partners throughout the Orange County CoC, to support regional efforts to prevent and address homelessness.

b. Outreach & Engagement - CONTRACTOR shall work closely with ADMINISTRATOR and other agencies across the CoC to outreach to and engage potential Clients in employment services. Outreach shall include presentations at Homeless Service locations, including but not limited to Bridges at Kraemer Place in Anaheim and The Yale Navigation Center in Santa Ana. CONTRACTOR shall coordinate with Homeless Service providers in order to hold presentations to staff members as well as program participants in the facilities. In addition, CONTRACTOR shall work with these partners to utilize space for meeting one-on-one with potential Clients to answer questions and engage them in CONTRACTOR services. CONTRACTOR shall also work with other agencies and programs in the CoC to best reach individuals experiencing homelessness and engage them in the services.

c. Employment Program – CONTRACTOR shall host employment workshops and identify resources, businesses and enrichment programs to improve Clients' job search skills, self-confidence and employability. CONTRACTOR, through the provision of services, shall endeavor to instill in its Clients good work habits, the soft skills that are crucial to success in any work environment, and shall provide consistent encouragement to boost Client self-esteem while enrolled in the Program.

2. The three primary components to CONTRACTOR's Homeless Prevention Employment Program are Job Readiness Preparation, CONTRACTOR Enterprises, and Job Retention which shall include services as follows:

a. Job Readiness Preparation - All incoming Clients entering CONTRACTOR's self-directed program, based on a self-sufficiency model, shall receive intensive support as each Client searches for work individually. Clients first attend an orientation and subsequent job-preparation classes designed to reacquaint them with the working world.

b. Job Preparation classes shall cover basic instruction for pursuing, securing, and retaining employment as well as employment-related life skills tailored to Clients' specific needs. CONTRACTOR's services shall include, but not be limited to:

1) Assessment / Case Management: One-on-one meetings with an Employment Specialist to develop career goals and prepare job search strategies.

2) Job Search Workshops: Provide class instruction in completing job applications, resume writing, practice interview sessions, computer skills training, and other job search tools.

3) Resources: Provide Clients access to phone banks, copiers, computer access, job leads, professional clothing and work shoes for interviews, transportation assistance funds, and

hygiene items. CONTRACTOR will provide Resources using leveraged funding.

4) Transitional Job Opportunities: Paid transitional employment opportunities shall be offered by CONTRACTOR through its in-house Enterprises businesses in three areas: Chrysalis Contractor Works, Chrysalis Contractor Roads and Chrysalis Contractor Staffing.

5) Career Counseling: In tandem with class instruction, CONTRACTOR shall provide Client's case management and career counseling with an assigned Employment Specialist provided by CONTRACTOR. Employment Specialists shall formulate practical career plans with Clients, hone their work habits, and offer valuable encouragement to cultivate success on the job. Employment Specialists shall also refer Clients to resources and services within CONTRACTOR, as well as necessary services provided by partner agencies, such as temporary housing, substance abuse and health services, and education.

c. CONTRACTOR Enterprises - For those Clients who are unable to find employment through the self-directed program, CONTRACTOR shall offer paid transitional employment with its in-house CONTRACTOR Enterprises businesses to assist Clients in starting on the road to permanent, outside employment. Transitional employment shall deliver marketable experience and job skills and provide a closely supervised, supportive working environment that allows Clients to demonstrate themselves as reliable, capable workers.

1) Chrysalis Contractor Works: a professional street maintenance company, providing work experience in trash and recycling pick-up, landscaping, graffiti removal, hauling, and street sweeping.

2) Chrysalis Contractor Roads: a litter abatement and freeway maintenance business offering transitional employment to individuals re-entering from the criminal justice system.

3) Chrysalis Contractor Staffing: a temporary staffing agency that allows Clients to re-enter the job market through short-term, full-time, and part-time work assignments in administrative office support, property management, and janitorial services, among others. The goal for temporary staffing assignments is that they shall lead to long-term and permanent employment with the customer's company.

3. As the program was launched in Orange County in 2018, CONTRACTOR shall continue to build up contracts across these three enterprises to support the Program and the Clients served at the Orange County location. The number of job slots and work opportunities shall depend on the scale of business development CONTRACTOR can secure over time.

a. Job Retention - Once Clients have secured employment, CONTRACTOR shall provide ongoing job-retention assistance for Clients to learn how to manage and maintain a job and further develop their career trajectory. During the Job Retention phase, CONTRACTOR's Employment

Specialists shall meet one-on-one with newly employed Clients to formulate career goals and develop strategies for attaining them. Through the program, Clients can gain long-term stability and make permanent personal and lifestyle changes.

4. Hours of Operation - Hours of operation are 8 a.m. – 5 p.m. Monday – Friday. Depending on future contracts and programming offered, activities may include earlier morning hours and later evening hours, plus weekend activities, as needed.

5. Target Population - While serving residents, including individuals experiencing homelessness, as well as those who are unstably housed and low-income, CONTRACTOR shall target individuals experiencing homelessness in Orange County.

a. For the purposes of the Program, a person is considered to be experiencing homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, or other shelters, or for reference as further defined in 24 CFR Part 576.2.

b. CONTRACTOR shall target individuals experiencing homelessness by partnering with agencies in the CoC and by conducting outreach and engagement efforts as described in Paragraph V.A.(1)(b), above. CONTRACTOR shall report on all Clients entering the program by housing status, as well as referral source. CONTRACTOR will coordinate with COUNTY on other reportable data.

6. Use of Funds - Funds shall be used to provide contracted services, such as providing job readiness, job search supports and assistance, transitional employment (as available), business development, and job retention services. Said services and operations shall involve using funds to pay for personnel and direct Client support in order to provide people experiencing homelessness, at risk of homelessness and low-income residents, a pathway to service connections, health care, housing and stability.

7. Performance Metrics - CONTRACTOR shall conduct outreach and engage individuals in the program described in the Scope of Services above. In doing so, CONTRACTOR shall work towards the following annual performance metrics:

Outcome Metric	Measure (Per Year)
Clients Served (new and ongoing)	1,000
Clients Served (new in contract year)	650
Clients Securing Employment	325
Job Retention (Working at 6 Months)	70%
Job Retention (Working at 12 months)	50%

8. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Contract.

11. Exhibit A, Section VI. Staffing Table is hereby amended and replaced in its entirety as follows:

PERIOD FOUR (FY 2023-2024)

PROGRAM STAFF	FTEs
Senior Director of Client Services	0.25
Employment Specialist	0.35
Employment Specialist	0.45
Employment Specialist	0.17
Employment Specialist	0.35
Employment Specialist	0.40
Community Engagement Coordinator	0.30
Client Services Administrator	0.30
Client Services Coordinator	0.20
Business Development Manager	0.20
Volunteer & Program Coordinator	0.20
Sr. Operations Manager, Roads	0.15
Director Of Operations, Staffing	0.20
Sr. Operations Manager, Roads	0.20
Assistant Vice President, Program Operations	0.10
Program Manager, Client Services	0.07
<u>Program Manager, Client Services</u>	<u>0.07</u>
TOTAL FTEs	3.96

PERIOD FIVE (FY 2024-2025)

PROGRAM STAFF	FTEs
Senior Director of Client Services	0.25
Employment Specialist	0.30
Employment Specialist	0.45
Employment Specialist	0.17

Employment Specialist	0.35
Employment Specialist	0.40
Community Engagement Coordinator	0.30
Client Services Administrator	0.30
Client Services Coordinator	0.15
Business Development Manager	0.15
Volunteer & Program Coordinator	0.15
Sr. Operations Manager	0.15
Director Of Operations, Staffing	0.20
Sr. Operations Manager, Works	0.20
Assistant Vice President, Program Operations	0.10
Program Manager, Client Services	0.07
<u>Program Manager, Client Services</u>	<u>0.07</u>
TOTAL FTEs	3.76

This Amendment No. 3 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. 3 and all previous Amendments and the Contract, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including its amendments, not specifically changed by this Amendment No. 3, and all previous Amendments remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

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

The Chrysalis Center, a California Nonprofit Corporation

TREVOR KALE

Print Name

Vice President

Title

DocuSigned by:

TREVOR KALE

92DAAB0176F3496...

3/30/2023

Date

Print Name

Title

Signature

Date

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

Nicole Swain

Print Name

Deputy Purchasing Agent

Title

Signature

Date

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

MARK BATARSE

Print Name

Deputy County Counsel

Title

DocuSigned by:

Mark Batarse

BC5CA9BED31F40A...

3/31/2023

Date