



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-20010809  
FOR  
CONTINUUM OF CARE – HOMELESS EMERGENCY AID PROGRAM**

This Amendment (Amendment No. 3) to Contract No. 18-23-0054-HEAP for Continuum of Care – Homeless Emergency Aid Program (HEAP) is made and entered into or upon execution of all necessary signatures between the Family Assistance Ministries, a private non-profit corporation (Contractor), with a place of business at 1030 Calle Negocio, San Clemente, CA 92673 and the County of Orange, a political subdivision of the State of California (County), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

WHEREAS, the Contractor and OC Community Resources executed Contract No. 18-23-0054-HEAP for Continuum of Care – Homeless Emergency Aid Program, effective May 1, 2019 through April 30, 2021 in an amount not to exceed \$30,000 (Contract); and

WHEREAS, the Parties executed Amendment No. 1 to amend the Contract for the County to continue receiving and Contractor to continue providing the services set forth in the Contract, change the administrating agency from OC Community Resources (OCCR) to the OC Health Care Agency (HCA), change the Contract Number from 18-23-0054-HEAP to MA-042-20010809, remove Exhibit 1 OC Community Resources Contract Reimbursement Policy, replace Attachment B Payment and Compensation with Attachment B-1 Payment and Compensation, add Compliance paragraph, replace Audit/Inspection paragraph with Inspections and Audits, replace Records Retention paragraph with Records Management and Maintenance, and amend Attachment D Staffing Plan; and

WHEREAS, on March 7, 2021 the Parties executed Amendment No. 2 to extend the contract through May 31, 2021 at no additional cost to the County; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

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

1. The Contract is renewed for a term of one year, effective June 1, 2021 through May 31, 2022, in an amount not to exceed \$15,750 for this renewal period, for a new amount not to exceed \$45,750; on the amended terms and conditions.
2. Attachment A Scope of Services of the Contract is deleted in its entirety and replaced with Attachment A-1 Scope of Services
3. Attachment C Budget Schedule of the Contract is deleted in its entirety and replaced with Attachment C-1
4. Attachment D Staffing Plan of the Contract is deleted in its entirety and replaced with

Attachment D-1.

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

## ATTACHMENT A-1

### SCOPE OF SERVICES

#### 1. Scope of Services Summary

A. Activities:

Contractor shall perform all services set forth herein; in the program description and is responsible for administering the program as described as follows, in a manner satisfactory to the County of Orange (County) and consistent with any standards required as a condition of providing the funds and in alignment with State Assembly Bill (AB) 101 (Committee on Budget, Chapter 159, Statutes of 2019).

B. Program Description:

Contractor, pursuant to requirements set forth in the Scope of Services, shall operate a homeward bound diversion program to reconnect individuals and families experiencing homelessness to their families and support systems outside of Orange County ("Program"). Contractor shall serve Countywide, with priority of the South Service Planning Area as identified in Exhibit "3"

C. Eligible Participants:

For the purposes of the Program, a person/household 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, motels, or other shelters, or for reference as further defined in 24 CFR Parts 576.2 and 578.3.

D. Use of Funds:

Funds shall be used to provide emergency services, such as case management and diversion services for homeward bound to provide people experiencing homelessness a pathway to reconnect with their support systems. Program shall be administered in an equitable manner by providing culturally responsive services and have multicultural case managers to engage and guide participants through the homeward bound program.

E. Reporting:

1. Contractor is required to submit monthly reports as indicated below in Section 3.C.
2. Contractor shall enter the data in the Homeless Management Information System (HMIS) and adhere to all implementation guidelines developed under the County of Orange Continuum of Care (CoC) and follow HMIS requirements and standards.
3. Contractor shall collaborate with County and coordinate Program services with other Continuum of Care services and efforts.

#### 2. Description of Program

The Contractor shall provide Program services to individuals and families experiencing homelessness; and shall serve with priority the South Service Planning Area, but shall be willing and able to serve the entire county, as needed. Program shall operate in

accordance with non-discrimination policies and attend annual trainings that focus on understanding implicit biases and cultural sensitivities to promote diversity and equity within the Program.

### 3. Description of Services/Contractor Responsibilities

The Program shall meet the County's need to provide, coordinate and support homeward bound diversion services.

#### A. Program Requirements

Contractor shall:

1. Ensure that the Program will be in operation Monday – Friday (8 hours a day). 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
2. Coordinate and receive all homeward bound referrals from service providers throughout Orange County, granting priority to those in the South Service Planning Area.
3. Connect individuals and families experiencing homelessness with their families and support systems outside Orange County.
4. Provide case management services, including conflict mediation services, relocation, and reunification services to all eligible participants to support them through the homeward bound process.
5. Provide resources for eligible participants to reach the homeward bound destination. Travel expenses should be limited to bus and train ticket expenses. If there is a need to provide additional resources to support homeward bound activities, the Contractor should confer with the County to discuss in more detail

#### B. Administrative Management Tasks

Contractor shall:

1. Operate, maintain, coordinate and staff the resources of the Program.
2. Track Program costs and ensure they are eligible for payment.
3. Review all billings and assure Program payments are timely, if applicable.
4. Provide training and direction on Program services to staff as needed.
5. Coordinate with County agencies and community-based organizations on administrative functions such as Program operations meetings, monitoring and requested documentation, as necessary and appropriate.

#### C. Performance Metrics

Contractor shall:

1. Enroll a minimum of 25 households into the Program throughout the term of the Contract.
2. Complete and submit reports on Program activities, in a form mutually agreed upon with the County, including data collected through HMIS. Reports shall include but are not limited to the following:
  - a. Number of unduplicated individuals and families served;
  - b. Number of exits and exit types, including exits to permanent housing destinations;

- c. Number of external resources and resource types utilized to successfully divert participants from homelessness.
- d. Location of homeward bound participants served; and
- e. Other data points as requested by the County.

#### **4. Program Design**

- A. Contractor acknowledges that they are required to collaborate with other homeless services agencies.
- B. Contractor shall comply with all applicable federal, State of California and local laws and regulations including funding source requirements.

**ATTACHMENT C-1**  
**BUDGET SCHEDULE**

**Anticipated Administration and Program Cost Budget**

PROJECT COSTS	TOTAL
ADMINISTRATIVE	
Salaries	\$629
Benefits	\$126
ADMINISTRATIVE SUBTOTAL COSTS	\$755
PROGRAM	
Salaries	\$2,691
Benefits	\$538
Services and Supplies	\$11,766
PROGRAM SUBTOTAL COSTS	\$14,995
GROSS TOTAL COSTS	\$15,750

**ATTACHMENT D-1****STAFFING PLAN****Project Title: FAM Homeward Bound**

	<b>FTE</b>
ADMINISTRATIVE	
Accounting Staff	0.01
SUBTOTAL ADMINISTRATIVE	0.01
PROGRAM	
Case Manager	0.06
SUBTOTAL PROGRAM	0.06
TOTAL	0.07

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Manager.

The COUNTY may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to COUNTY approval.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, 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: FAMILY ASSISTANCE MINISTRIES**

Elizabeth Andrade	CEO
_____ Print Name	_____ Title
DocuSigned by: <i>Elizabeth Andrade</i> _____ B11B1CCA4BDA490...	3/11/2021 _____ Date
_____ Print Name	_____ Title
_____ Signature	_____ Date

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

Purchasing Agent/Designee Authorized Signature:

_____ Print Name	Deputy Purchasing Agent _____ Title
_____ Signature	_____ Date

**APPROVED AS TO FORM**  
Office of the County Counsel  
Orange County, California

Massoud Shame1	Deputy County Counsel
_____ Print Name	_____ Title
DocuSigned by: <i>Massoud Shame1</i> _____ 79055CA571A94F8...	3/11/2021 _____ Date