



**AMENDMENT NO. 4  
TO  
CONTRACT NO. MA-042-20010812  
FOR  
CONTINUUM OF CARE HOMELESS EMERGENCY AID PROGRAM**

This Amendment (Amendment No. 4) to Contract No. MA-042-20010812 for Continuum of Care Homeless Emergency Aid Program is made and entered into or upon execution of all necessary signatures between Mercy House Living Centers, Inc. a private non-profit corporation (Contractor), with a place of business at P.O. Box 1905, Santa Ana, CA 92702 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 (OCCR) executed Contract No. 18-23-0055-HEAP for Continuum of Care Homeless Emergency Aid effective May 1, 2019 through April 30, 2021 in an amount not to exceed \$638,980 (Contract); and

WHEREAS, the Parties executed Amendment No. 1 to extend the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract, change the administrating agency from OCCR to the OC Health Care Agency (HCA), and to change the Contract Number from 18-23-0055-HEAP to MA-042-20010812; and

WHEREAS, the Parties executed Amendment No. 2 to 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 6, 2021 the Parties executed Amendment No. 3 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. 4 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 agreed to amend the Contract as follows:

1. The Contract is renewed for a term of one year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$335,465 for this renewal period, for a new amount not to exceed \$974,445; 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. 4 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 4, and the Contract, the terms and conditions of this Amendment No. 4 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 4 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 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 the 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 provide street outreach, case management/engagement services, housing navigation services and rental assistance to those experiencing homelessness in the South Service Planning Area (Exhibit "3") and connect them to appropriate services and Level of Care such as treatment programs, emergency shelter, rapid rehousing, permanent supportive housing, and other identified housing opportunities.

##### C. Eligible Participants:

For the purposes of the Program, individuals are 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 Part 578.3 and 576.2.

##### D. Use of Funds:

Funds will be used to provide emergency services, such as outreach and case management services, connection to the most appropriate Level of Care and to provide tenant-based rental assistance for those connected to rapid rehousing opportunities. Services and operations shall be engagement rich to provide people experiencing homelessness a pathway to service connections, health care, housing, and stability. Program shall be administered in an equitable manner by providing culturally responsive services and have multicultural outreach advocates and case managers to engage and guide underserved participants through the housing process.

##### E. Reporting:

1. Contractor is required to submit monthly written reports as indicated below in Section 3.C.
2. Contractor will 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 and follow HMIS requirements and standards.
3. Contractor will collaborate with County, utilize the Coordinated Entry System and coordinate Program services with other Continuum of Care services and efforts.
4. Contractor will utilize Street Outreach Module available in HMIS to track and report on outreach contacts.

#### 2. Program Staff:

Contractor's Program shall include an active street outreach team and provide case management and housing navigation staff per the requirements set forth in the Program Staffing Plan. Program staff 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 will meet the County's need to provide street outreach and to connect those experiencing homelessness to a shelter, temporary housing, permanent housing or another appropriate level of care.

#### A. Program Requirements

Contractor will:

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. Engage in street outreach, including face-to-face, phone contact and email contact, as appropriate.
3. Provide coordination of regional navigation support for the South Service Planning Area by:
  - a. Providing service navigation to region.
  - b. Assisting County in responding to homeless encampments and homelessness activity hotspots.
  - c. Providing a clear process for participants and community members seeking to support Participants in accessing street outreach, that includes expected timeframes for response
4. Provide emergency services and rental assistance throughout the South Service Planning Area to reach as many individuals experiencing homelessness to ensure completion of housing assessments, connection to the system of care, drug and alcohol rehabilitation, housing, and other social services.
5. Provide progressive engagement to individuals experiencing chronic homelessness who are challenging to serve and reluctant to seek assistance due to behavioral health challenges, substance use and chronic physical health conditions.
6. Provide referrals and confirmed linkages to address the eligible participants physical, medical, behavioral health and other needs and assist the eligible participants in obtaining the necessary services.
7. Connect eligible participants to the appropriate Level of Care, including aid in triaging participants to services that best meet their needs.
8. Follow up with eligible participants to ensure receipt of the appropriate Level of Care and support positive outcomes, including:
  - a. Increase street outreach discharge destinations to emergency shelter or other sheltered destination
  - b. Increase housing stability for all participants
  - c. Reduce returns to homelessness

9. Provide case management services to eligible participants engaged through outreach services.
10. Provide case management services to divert participants from homeless service system through diversion activities, family reunification, connections to other components of the System of Care and other means.
11. Maintain a case management ratio of one Case Manager to 25 participants (1:25) for Program quality of service, positive outcomes and program efficacy.
12. Coordinate with County agencies engaged with those experiencing homelessness, including but not limited to the Health Care Agency, Social Services Agency, and OC Community Resources, and engage local agencies, social services programs, and volunteers to assist with Program services.

#### B. Administrative Management Tasks

Contractor will:

1. Work in partnership with the County to be a Good Neighbor to the surrounding community. This includes informing the public about the positive aspects of the Program, being responsive to community concerns, and working closely with City and County government agencies to minimize the impact of the Program on the surrounding neighborhood.
2. Take appropriate action for medical and behavioral health emergencies.
3. Operate, maintain, coordinate and staff the resources of the Program.
4. Provide supplies and equipment for the ongoing operations of the Program as needed.
5. Track program costs and ensure they are eligible for payment.
6. Review all billings and assure Program payments are timely, if applicable.
7. Provide training and direction to staff, engaged community groups and volunteers, as appropriate.
8. Complete report on activities, unduplicated individuals served and costs of operation, as requested by County.
9. 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. Program Performance Metrics Requirements

1. Enroll a minimum of 120 individuals into the Program and provide outreach and engagement services to all participants.
2. Of the participants that exit the Program, at minimum 25 percent of participants enrolled exit to an emergency shelter or temporary housing destination.
3. Of the Participants that exit the Program, at minimum 10 percent of participants enrolled exit to a permanent housing destination.
4. Of the Participants that exit the Program, at minimum 10 percent of participants enrolled have earned income growth through employment and benefits.
5. Of the participants receiving rapid rehousing and rental assistance services, ensure that no more than 5 percent of participants experience a return to homelessness within 6 months of becoming permanently housed
6. Contractor will submit reports on a monthly basis. Data and due dates for the monthly reports will be items mutually agreed upon within the County and data collected through HMIS. The reports will include but are not limited to the following:
  - a. Number of street outreach contacts.

- b. Number and location of residential placements;
- c. Number of individuals who have received gap rental assistance, move-in deposits and other financial assistance;
- d. Number of individuals that have successfully graduated from needing a subsidy;
- e. Other data points as agreed upon with 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 federal, State of California and local laws and regulations including all funding source requirements.
- C. Contractor will partner with medical or law enforcement in the event of an emergency. Staff and volunteers at these sites will be provided with additional emergency contact numbers. All staff and volunteers at the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

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

**Anticipated Administration and Program Cost Budget**

PROJECT COSTS	TOTAL
ADMINISTRATIVE	
Salaries	\$11,232
Benefits	\$3,368
Services and Supplies	\$1,368
ADMINISTRATIVE SUBTOTAL COSTS	\$15,968
PROGRAM	
Salaries	\$196,356
Benefits	\$58,869
Services and Supplies	\$64,272
PROGRAM SUBTOTAL COSTS	\$319,497
GROSS TOTAL COSTS	\$335,465

**ATTACHMENT D-1****STAFFING PLAN****Project Title: HEAP South County Outreach**

	<b>FTE</b>
<b>ADMINISTRATIVE</b>	
Accounting	0.10
Program Director	0.10
<b>SUBTOTAL ADMINISTRATIVE</b>	<b>0.20</b>
<b>PROGRAM</b>	
Program Manager	1.00
Lead Outreach Specialist	1.00
Outreach Specialist	1.00
Outreach Specialist	0.20
Outreach Specialist	0.20
Outreach Specialist	0.30
Outreach Specialist	0.30
HMIS Specialist	0.40
Housing Stability Specialist	0.25
<b>SUBTOTAL PROGRAM</b>	<b>4.65</b>
<b>TOTAL</b>	<b>4.85</b>

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. 4. 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: MERCY HOUSE LIVING CENTERS, INC.**

Patti Long	Associate Director
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Patti Long</i>	3/9/2021
<small>2250C27D19FA444...</small>	_____ 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
_____ Signature	_____ Title
	_____ Date

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

Massoud Shame1	Deputy County Counsel
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Massoud Shame1</i>	3/10/2021
<small>79055CA571A94F8...</small>	_____ Date