



**AMENDMENT NO. 2  
TO  
CONTRACT NO. MA-042-20010817  
FOR  
EMERGENCY SOLUTIONS GRANT (CFDA #14.231) – EMERGENCY SHELTER SERVICES**

This Amendment (Amendment No. 2) to Contract No. MA-042-20010817 for Emergency Solutions Grant (CFDA #14.231) – Emergency Shelter Services is made and entered into upon execution of all necessary signatures between Friendship Shelter Inc., a private non-profit corporation (Contractor), with a place of business at P.O Box 4252, Laguna Beach, CA 92652, 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, Contractor and County, through its OC Community Resources (OCCR), executed Contract No. 19-22-0045-ESG for Emergency Solutions Grant (CFDA #14.231) – Emergency Shelter Services, effective July 1, 2019 through June 30, 2020, in an amount not to exceed \$150,000 (Contract); and

WHEREAS, on June 4, 2020, the Parties executed Amendment No. 1 to amend the Contract to change County’s administrating agency from OCCR to Health Care Agency (HCA) and the Contract Number from 19-22-0045-ESG to MA-042-20010817, delete Exhibit 1 OC Community Resources Contract Reimbursement Policy of the Contract in its entirety, delete Attachment A Scope of Services in its entirety and replace with Attachment A-1 Scope of Services, delete Attachment B-1 Payment and Compensation and replace with Attachment B-2 Payment and Compensation, add Compliance paragraph to the contract, delete Attachment C Cost Proposal in its entirety and replace with Attachment C-1 Cost Proposal, and delete Attachment D Staffing Plan in its entirety and replace with Attachment D-1 Staffing Plan, delete Paragraph AA. Audits/Inspections in its entirety and replace with Inspections and Audits paragraph, delete the Records Retention Paragraph in its entirety and replace with Record Management and Maintenance Paragraph, and renew the Contract for a term of one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$152,030, for a new total maximum obligation of \$302,030; and

WHEREAS, the Parties now desire to entire into this Amendment No. 2 to renew the Contract 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 July 1, 2021 through June 30, 2022, in an amount not to exceed \$157,770 for this renewal term, for a new total Maximum Obligation of \$459,800, on the amended terms and conditions
2. Attachment A-1 Scope of Services is deleted in its entirety and replaced with Attachment A-2 Scope of Services

3. Attachment C-1 Cost Proposal is deleted in its entirety and replaced with Attachment C-2 Budget Schedule
4. Attachment D-1 Staffing Plan is deleted in its entirety and replaced with Attachment D-2 Staffing Plan
5. This Amendment No. 2 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2, and the Contract, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 2 remain in full force and effect.

**ATTACHMENT A-2****SCOPE OF SERVICES****1. Scope of Services Summary****A. Activities:**

Friendship Shelter, Inc. ("Contractor") shall perform all services set forth herein and is responsible for administering the program funded with the State of California Emergency Solutions Grant Program ("State ESG") funds, 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 State ESG funds including but not limited to 25 CCR 8409.

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

The State of California Department of Housing and Community Development (HCD) administers the ESG with funding received from the United States Department of Housing and Urban Development (HUD). State ESG is designed to accomplish the following:

1. Align State ESG with federal ESG and the HEARTH Act;
2. Increase coordination of State ESG investments with local homelessness systems and investments;
3. Invest in the most impactful activities based on key performance goals and outcomes;
4. Shift from an intensive provider competition to locally reliable funding and more streamlined administration; and
5. Improve geographic distribution of funding.

**B. Program Description – Summary**

Contractor's Alternative Sleeping Location Enrollment Shelter shall annually serve a total of 120 unduplicated individuals with emergency shelter and essential services as defined in 24 CFR Section 576.102 ("Program"). Program shall be administered in an equitable manner by providing culturally responsive services and have multicultural staffing and case managers to engage and guide underserved participants throughout their participation and enrollment in the Program.

**C. Eligible Participants**

Contractor shall provide services to persons experiencing homelessness as defined in the HEARTH Act (see 42 U.S.C. 11302, et seq., and 24 CFR Parts 91 and 576).

**D. Use of Funds**

Funds shall be used to provide Emergency Shelter services and operations for participants experiencing homelessness by providing a safe sleep location, essential services and operations staff, transportation, security, meals, insurance, equipment and supplies, and other related eligible costs and expanded supportive services. Services and operations shall be performed in accordance to 25 CCR Section 8403 and ESG federal and state requirements.

**E. Reporting:**

1. Contractor is required to submit reports as indicated below in Section 2.C.

2. Contractor shall enter program data into the Homeless Management Information System (HMIS), adhere to all implementation guidelines developed under the Orange County Continuum of Care (CoC) and follow HMIS requirements and standards.
3. Contractor shall collaborate with the County, utilize the Coordinated Entry System (CES) and coordinate Program services with other Orange County CoC services and efforts to address homelessness.

## **2. Description of Services/Contractor Responsibilities**

In addition to the administrative services required as part of the Contract and the Scope of Services, which is incorporated as if fully set herein, the Contractor agrees to meet the following levels of accomplishments:

### **A. Program Essential Requirements**

Contractor shall:

1. Ensure that the Program will be in operation 24 hours a day, seven (7) days a week and have a 24-hour contract available to County for emergency communication purposes.
2. Provide temporary shelter, intake assessments, and case management services to individuals to secure permanent housing, increased income, and connections to public benefits and health services as set forth in 24 CFR 576.102. Such connections, as a result of the intake assessment and dependent upon the needs of the individual, may include, but are not limited to:
  - a. Counseling
  - b. Monitoring and evaluating program participant progress
  - c. Providing information and referrals to other providers
  - d. Providing ongoing risk assessment and safety planning for those in need
  - e. Developing and individualized housing and service plan for permanent housing stability
  - f. Childcare services
  - g. Education services
  - h. Employment assistance and job training
  - i. Outpatient health services
  - j. Legal services
  - k. Life skills training
  - l. Mental health and substance abuse treatment services
  - m. Transportation
3. Provide referrals and confirmed linkages to address the eligible participants' physical, behavioral, and other health needs and assist the eligible participants in obtaining the necessary services.
4. Operate the Program in accordance with the Orange County Standards of Care for Emergency Shelter Providers and ensure that Program policies and procedures adhere to and implement the established guidelines.
5. Operate the Program 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.
6. Coordinate with County agencies engaged with individuals 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.
7. Utilize and participate in the CES for individuals; meet CES requirements of 24 CFR part 576.400(d) or 24 CFR part 578.7(a)(8) and related HUD requirements.

**B. Administrative Management Requirements**

Contractor shall:

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 behavioral and medical 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 billing and assure Program payments are timely, if applicable.
7. Provide training and direction on Program services to staff, engaged community groups and volunteers, as needed.
8. Complete and submit reports on eligible Program activities, including 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 Measures**

Performance criteria shall be used to assess the level of performance of the Contractor and considered by County when determining future funding. In order to be considered in compliance with the performance criteria, the Contractor must submit to Health Care Agency a request for reimbursement which demonstrates that Contractor has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the Director. Failure to achieve performance may cause any remaining balance in this Contract to be reclaimed by County and will negatively affect future funding to Contractor.

The table below summarizes the performance criteria the Contract will be measured against. The County will also monitor performance using the available HMIS reports pertaining to the Program. For the life of the Contract, Contractor shall meet or exceed the following performance metrics:

<b>Emergency Shelter: Essential Services and Shelter Operations</b>	
30	Number of year round enrollment beds
5	Number of year round night by night beds
12,775	Total number of bed nights to be made available
120	Total of unduplicated number of persons to be served in enrollment shelter
100	Total of unduplicated number of persons to be served in night by night shelter
10%	% of enrollment participants will move into transitional housing at project exit
30%	% of enrollment participants will move into permanent housing at project exit
15%	% of enrollment adult participants will obtain earned income at project exit
15%	% of enrollment adult participants will obtain cash/non-cash benefits at project exit
80%	% of enrollment participants who move into transitional housing or permanent housing will remain housed for 3 months

1. HMIS Data Activities

Contractor shall enter data directly into the HMIS system, and adhere to all implementation guidelines developed under the Orange County CoC's Homeless HMIS Policies and Procedures. Participation includes but is not limited to the input of all programmatic and participant data and the generation of all mandated monthly and close-out reports such as the Annual Performance Report (APR) and the Consolidated Annual Performance and Evaluation Report (CAPER).

- a. Contractor shall input the collected data no more than the required number of calendar days after date of program entry as set forth by the Orange County CoC's HMIS Policies and Procedures.
- b. Contractor's services rendered to clients shall be entered into HMIS within the required number of calendar days from date of service as set forth by the HMIS Policies and Procedures.
- c. Contractor shall update status for participants who exit from Program in HMIS within the required calendar days of the actual exit date as set forth by the HMIS Policies and Procedures.

2. Reporting

Contractor is required to submit monthly County-approved reports in a format acceptable to County by the seventh (7) day of the following month of services rendered, unless otherwise approved by County. These reports shall include, but are not limited to:

- a. Number of persons literally homeless, at-risk of homelessness, or currently enrolled in an affordable housing project served
- b. Number of persons experiencing unsheltered homelessness served
- c. The average length of time individuals experience homelessness before entry into the program or project
- d. The length of time served during program enrollment
- e. The number of persons exiting the program or project to permanent housing
- f. The number of persons that return to homelessness after exiting the program or project
- g. Units of services
- h. Program and operational costs and activities such as subsidy amount, income levels, and turnaround times
- i. Additional program-level data as required by County to meet other applicable reporting or audit requirements

3. Match Requirements

Contractor must make matching contributions in an amount that equals the amount of State ESG funds awarded. County will request documentation as part of its monitoring to determine the sources and amounts used to meet the matching requirement (24 CFR Part 576.201; 25 CCR 8410).

4. Technical Assistance and Monitoring

County shall actively partner with Contractor to provide technical assistance, proactively resolve issues, and monitor the program activities selected to ensure compliance with State and County requirements at least once during the grant period.

- a. County will monitor the performance of Contractor based on the performance measures outlined in the Contract and aligned with ESG eligible program activities. In the event that performance consistently remains below the minimum requirement thresholds of the performance criteria in Sections 2.B. and 2.C. of this



Attachment, the Contractor will develop and submit performance improvement plans for County to evaluate.

- b. If it is determined that Contractor falsified any certification, application information, financial, or contract report, the Contractor shall be required to reimburse the full amount of the ESG award to the County, and may be prohibited from any further participation in the ESG program. The County may also impose any further actions as prescribed for HUD under 24 CFR 576.501.
- c. As requested by County, the Contractor shall submit all ESG monitoring documentation necessary to ensure that Contractor is in continued compliance with Federal, State, and County requirements. Such documentation requirements and the submission deadline shall be provided by County at the time such information is requested from the Contractor.

### **3. Contractor's Additional Responsibilities**

- A. Contractor acknowledges that they are required to collaborate with Orange County CoC, CES and other homeless services agencies.
- B. Contractor shall comply with all federal, State of California and local laws and regulations including all requirements and regulations of the State ESG Program, as applicable.
- C. Contractor shall partner with medical or law enforcement in the event of an emergency. With the nature of the population being served on the streets, there is a need to take precautions, should a medical need or emergency arise. Contractor staff will be provided with additional emergency contact numbers. All Contractor staff of the Program shall be trained on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

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**ATTACHMENT C-2**  
**BUDGET SCHEDULE**

**Friendship Shelter, Inc.**

**State ESG Emergency Shelter Program – FY 2021-22**

	TOTAL
ADMINISTRATION COSTS	
Salaries	\$3,903.00
Benefits	\$898.00
SUBTOTAL ADMINISTRATION COSTS	\$4,801.00
PROGRAM COSTS	
Salaries	\$88,641.00
Benefits	\$20,388.00
Services and Supplies – Shelter Operations	\$40,820.00
HMIS	\$3,120.00
SUBTOTAL PROGRAM COSTS	\$152,969.00
TOTAL COSTS	\$157,770.00



**ATTACHMENT D-2****STAFFING PLAN****Project Title: Emergency Shelter – Friendship Shelter, Inc.**

TITLE	FTE
ADMINISTRATION	
Contracts Manager	0.04
Accounting & Payroll Administrator	0.03
ADMINISTRATION SUBTOTAL	0.07
PROGRAM ADMINISTRATION	
HMIS Data Associate	0.07
SUBTOTAL PROGRAM ADMINISTRATION	0.07
PROGRAM	
Program Manager	0.09
Housing Coordinator	1.00
Housing Coordinator	0.25
Operations Manager	0.30
Guest Advocate	0.50
Driver/Guest Advocate	0.14
SUBTOTAL PROGRAM	2.28
TOTAL FTE	2.41

**\*FTE = Full-Time Equivalent**

Project Manager will direct the Subrecipient's efforts in fulfilling Subrecipient's obligations under this Contract.

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**

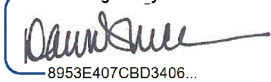
IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, 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: FRIENDSHIP SHELTER, INC.**

Dawn Price

Print Name

DocuSigned by:


  
8953E407CBD3406...

Executive Director

Title

3/25/2021

Date

Print Name

Title

Signature

Date

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**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

Print Name

DocuSigned by:


  
79055CA571A94F8...

Deputy County Counsel

Title

3/25/2021

Date