



**AMENDMENT NO. 4
TO
CONTRACT NO. MA-042-20010819
FOR
EMERGENCY SOLUTIONS GRANT (CFDA#14.231) – RAPID REHOUSING SERVICES**

This Amendment (Amendment No. 4) to Contract No. MA-042-20010819 for Emergency Solutions Grant – Rapid Rehousing Services 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, Contractor and County, through its OC Community Resources (OCCR), executed Contract No. 19-22-0039-ESG for Emergency Solutions Grant – Rapid Rehousing Services, effective July 1, 2019 through June 30, 2020, in an amount not to exceed \$227,114 (Contract); and

WHEREAS, on October 28, 2019, the Parties executed Amendment No. 1 to amend the Contract, effective July 1, 2019 through June 30, 2020, to increase the Contract amount by \$2,800, for a new amount not to exceed \$229,914; and

WHEREAS, on March 19, 2020, the Parties executed Amendment No. 2 to amend the Contract, effective July 1, 2019 through June 30, 2020, to change County’s administrating agency from OCCR to Health Care Agency (HCA) and the Contract Number from 19-22-0039-ESG to MA-042-20010819, delete Exhibit 1 OC Community Resources Contract Reimbursement Policy of the Contract in its entirety, delete Attachment B-1 Payment and Compensation and replace with Attachment B-2 Payment and Compensation, add Compliance paragraph to the contract, 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

WHEREAS, on March 31, 2020, the Parties executed Amendment No. 3 to renew the Contract for one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$240,075, for a new amount not to exceed \$469,989, delete Attachment A Scope of Services in its entirety and replace with Attachment A-1 Scope of Services, 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; and

WHEREAS, the Parties now desire to entire into this Amendment No. 4 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 \$253,710 for this renewal term, for a new amount not to exceed \$723,699; on the amended terms and conditions
2. Attachment A-1 Scope of Services of the Contract is deleted in its entirety and replaced with Attachment A-2 Scope of Services
3. Attachment C-1 Budget Schedule of the Contract is deleted in its entirety and replaced with Attachment C-2 Budget Schedule
4. Attachment D-1 Staffing Plan of the Contract is deleted in its entirety and replaced with Attachment D-2 Staffing Plan
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-2

SCOPE OF SERVICES

1. Scope of Services Summary

A. Activities:

Mercy House Living Centers, 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 the United States Department of Housing and Urban Development (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 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 State ESG Rapid Rehousing Program shall annually serve sixty (60) unduplicated individuals for a total of twenty-three (23) unduplicated households with rapid rehousing services as defined in 24 CFR §576.104-106 (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 will be used to provide housing relocation and stabilization services and short-and/or medium-term rental assistance as necessary to help a homeless individual or

family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid rehousing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in §576.2 or who meet the criteria under paragraph (4) of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. Rapid rehousing assistance must be provided in accordance with the housing relocation and stabilization services requirements in §576.105, the short- and medium-term rental assistance requirements in §576.106, and the written standards and procedures established under §576.400.

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. Contractor’s Programmatic Responsibilities/ Description of Services

In addition to the administrative services required as part of the Contract, and the Scope of Services, which is incorporated as 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 at minimum Monday – Friday (8 hours a day).
2. Have a 24-hour contact available to County for emergency communication purposes and to coordinate responses as appropriate.
3. Ensure that participants’ income is at or below 30 percent of Area Median Income.
4. Contractor shall provide rental assistance and housing relocation and stabilization services to individuals and families experiencing homelessness to secure permanent housing, increased income, and connections to public benefits and health services. These include:
 - a. Rental arrears for homelessness prevention
 - b. Security deposits as needed
 - c. Initial and re-evaluations for services
 - d. Housing and individualized service plans
 - e. Housing search and placement
 - f. Legal services for housing needs
 - g. Credit repair and financial management
 - h. Employment assistance
 - i. Securing basic resources and mainstream benefits
5. 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.

6. Provide case management services to eligible participants and assist them with accessing and transitioning to available housing opportunities.
7. Maintain a case management ratio of one Case Manager to 25 participants (1:25) for Program quality of services, positive outcomes, and program efficacy.
8. 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.
9. Coordinate with County agencies engaged with individuals and families 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.
10. Utilize and participate in the County CES for families and 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:

Rapid Rehousing Assistance	
60	Total unduplicated number of persons to be served
23	Total unduplicated number of households to be served
90%	% of participants will move into permanent housing at project exit
42%	% of adult participants will obtain earned income at project exit
30%	% of adult participants will obtain cash/non-cash benefits at project exit
80%	% of participants will remain in permanent housing for 6 months

1. HMIS Data Activities

Contractor shall enter data directly into the HMIS system, and adhere to all implementation guidelines developed under the County of Orange CoC's 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's 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 (7th) 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 experiencing homelessness served
- b. Number of unsheltered persons experiencing homelessness served
- c. The average length of time individuals and households experience homelessness before entry into the program
- d. The length of time served during program enrollment
- e. The number of individuals and households exiting the program to permanent housing
- f. The number of persons that return to homelessness after exiting the program
- 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. 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 activities, data reporting, other monthly performance and financial reports and ESG standards for rapid rehousing. In the event that performance consistently remains below the minimum requirement thresholds of the performance criteria in Sections 2.A. 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.
- c. As requested by County, the Contractor shall submit all ESG monitoring documentation necessary to ensure that Contractor is in continued compliance with 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 the 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 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

Mercy House Living Centers, Inc.

State ESG-Rapid Rehousing Program – FY 2021-22

	TOTAL
ADMINISTRATION COSTS	
Indirect/Admin	\$7,738.00
SUBTOTAL ADMINISTRATION COSTS	\$7,738.00
PROGRAM COSTS	
Salaries	\$39,033.00
Benefits	\$11,709.00
Services and Supplies – Housing Relocation/Stabilization	\$43,278.00
Services and Supplies – Rental Assistance	\$147,152.00
HMIS	\$4,800.00
SUBTOTAL PROGRAM COSTS	\$245,972.00
TOTAL COSTS	\$253,710.00

ATTACHMENT D-2**STAFFING PLAN****Project Title: Rapid Rehousing Assistance – Mercy House Living Centers, Inc.**

TITLE	FTE
PROGRAM	
Rapid Rehousing Program Manager (RRH)	0.08
Rapid Rehousing Case Manager (RRH)	0.84
Data Specialist (RRH)	0.11
TOTAL	1.03

*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. 4. If Contractor 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>	3/25/2021
<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	<u>Deputy Purchasing Agent</u> Title
_____ Signature	_____ 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>	3/25/2021
<small>79055CA571A94F8...</small>	_____ Date