



**AMENDMENT NO. 2  
TO  
CONTRACT NO. MA-042-20010826  
FOR  
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM  
(ACTIVITY #2 – FLEXIBLE HOUSING SUBSIDY)**

This Amendment (“Amendment No. 2”) to Contract No. MA-042-20010826 for California Emergency Solutions and Housing Program (Activity #2 – Flexible Housing Subsidy) is made and entered into upon execution of all necessary signatures between Families Forward, a private non-profit corporation (“Contractor”), with a place of business at 8 Thomas, Irvine, CA 92618, 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 OC Community Resources (“OCCR”), executed Contract No. 19-23-0069-CESH for California Emergency Solutions and Housing Program (Activity #2 – Flexible Housing Subsidy), effective November 1, 2019 through June 30, 2021, in an amount not to exceed \$250,000 (“Contract”); and

WHEREAS, the Parties executed Amendment No. 1 to change the administrating agency from OCCR to OC Health Care Agency, to change the Contract Number from 19-23-0069-CESH to MA-042-20010826, to delete Exhibit 1 (OC Community Resources Contract Reimbursement Policy), to replace Attachment B (Payment/Compensation) with Attachment B-1 (Payment/Compensation), to add Paragraph DD. Compliance, to replace Paragraph AA. Audits/Inspections with Paragraph AA. Inspections and Audits, and to replace Paragraph 24.B. Records Retention with Paragraph 24.B. Record Management and Maintenance; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to replace Attachment A with Attachment A-1 (Scope of Services).

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

1. Attachment A of the Contract is deleted in its entirety and replaced with Attachment A-1 (Scope of Services).
2. This Amendment No. 2 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 2 remain in full force and effect.

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

Families Forward (“Contractor”) shall perform all services set forth herein. Contractor 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, including but not limited to Senate Bill (SB) 850, Section 4, Chapter 48, and the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act 24 CFR Parts 91 and 576.

**B. Program Description**

Contractor’s Flexible Housing Subsidies program shall serve a total of 32 families experiencing homelessness or at risk of homelessness with housing subsidies and supportive services to low-income Orange County families (households with dependent children) (“Program”). These services provide eligible participants connection to the most appropriate level of care and to help secure and maintain permanent housing. The Program shall be administered in an equitable manner by providing culturally responsive services and having multicultural staff and case managers to engage and guide underserved participants throughout the housing process.

**C. Eligible Participants**

Families experiencing homelessness or at risk of homelessness. For the purposes of the Program, families are defined as households with at least one minor child or households with an expectant mother connected through the Family Coordinated Entry System or enrolled in Contractor’s program for services under this Contract, who are at risk of homelessness or experiencing homelessness, or currently enrolled in an affordable housing project.

Assistance is prioritized for families experiencing homelessness over families at risk of homelessness. For the purposes of the Program, families are considered to be homeless only when 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.

Families are considered to be at risk of homelessness when they meet the following criteria:

1. A family who:
  - (i) Has an annual income below 30 percent of median family income for the area, as determined by U.S. Department of Housing and Urban Development (HUD);
  - (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the homeless definition in this section; and
  - (iii) Meets one of the following conditions:

- (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - (B) Is living in the home of another because of economic hardship;
  - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
  - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income families;
  - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons per room, as defined by the U.S. Census Bureau;
  - (F) Is exiting a publicly funded institution or system of care (such as a health care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
2. A child or youth who does not qualify as homeless under this section, but qualifies as homeless under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
  3. A child or youth who does not qualify as homeless under this section, but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

#### D. Use of Funds

Program funds shall be used to provide flexible housing subsidy funds as indicated in the California Health and Safety Code Chapter 2.8 Section 50490.4(a)(3) to establish or support the provision of rental subsidies in permanent housing to assist families experiencing homelessness. Funds used for purposes of the Program may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based rent or operating reserves. Rental assistance provided from flexible housing subsidy funds shall not exceed 48 months for each assisted household and rent payments shall not exceed two times the current HUD Fair Market Rent for the local area, as determined pursuant to 24 CFR part 888.

#### E. Reporting

1. Contractor is required to submit reports as identified 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 County and utilize the Coordinated Entry System (CES)

and coordinate Program services with other Orange County CoC services and efforts.

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

The Program shall meet County's need to provide flexible housing subsidy funds identified in this Contract to eligible Participant households, including individualized evaluation of needs, housing case management and connection to resources.

**A. Program Essential Requirements**

Contractor shall:

1. Ensure that the Program will be in operation at minimum of Monday through Friday, eight (8) hours a day, and have a 24-hour contact available to County for emergency communication purposes.
2. Provide regional services to families experiencing homelessness in Orange County.
3. Provide intake assessments, case management and supportive services to confirmed eligible participants. Services will be determined as a result of the intake assessment and dependent upon the needs of the household.
4. Provide flexible housing subsidies to property owners on behalf of families experiencing homelessness to secure permanent housing, increased stability, and connections to community resources and mainstream benefits through the Program. These include:
  - a. Housing search, navigation and placement
  - b. Rental assistance
  - c. Security deposits
  - d. Vacancy payments to property owners not to exceed 30 days
  - e. Risk mitigation funds to property owners as needed
  - f. Move-in costs such as truck rental, moving company fees and temporary storage fees not to exceed three (3) months
  - g. Employment support
  - h. Counseling support
  - i. Access to food pantries
  - j. Tenant education and mitigation support
5. Provide housing stability case management services to eligible participants through County-approved subcontracted service providers to support program participants in achieving independent living and to avoid further housing instability or homelessness.
6. Maintain a case management ratio of one Case Manager to 25 participants (1:25) for Program quality of services, positive outcomes, and program efficacy.
7. 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.
8. Coordinate with County agencies engaged with 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.
9. Utilize and participate in the County CES for families; 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. Take appropriate action for behavioral and medical health emergencies.
2. Operate, maintain, coordinate and staff the resources of the Program.

3. Provide supplies and equipment for the ongoing operations of the Program as needed.
4. Track Program costs and ensure they are eligible for payment.
5. Review all billings and assure Program payments are timely, if applicable.
6. Provide training and direction on Program services to staff, engaged community groups and volunteers, as needed.
7. Complete reports on eligible Program activities, unduplicated families served and costs of operation, as requested by County.
8. 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 Contractor and considered by County when determining future funding. In order to be considered in compliance with the performance criteria, Contractor must submit to County 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 may negatively affect future funding to Contractor.

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

<b>Flexible Housing Subsidy Funds</b>	
32	Minimum number of unduplicated households experiencing homelessness served
106	Minimum number of unduplicated persons experiencing homelessness served
29	Total households served that carryover from previous contract term
96	Total persons served that carryover from previous contract term
3	Minimum number of unduplicated households experiencing unsheltered homelessness served
10	Minimum number of unduplicated persons experiencing unsheltered homelessness served
30	Total number of households who exit the program to permanent housing
95%	Minimum % of participants who exit the program into permanent housing
90%	Minimum % of participants who remain in permanent housing for six (6) months after exiting the program

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 annual close-out reports.

- 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 participants 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 twentieth (20<sup>th</sup>) day of the following month of services rendered, unless otherwise approved by County. Reports shall include, but are not limited to, the following:

- a. Number of households and persons experiencing literal homelessness and at-risk of homelessness served
- b. Number of households and persons experiencing unsheltered homelessness served
- c. The average length of time spent as homeless before entry into the Program or project
- d. The length of time served during Program enrollment
- e. The number of households and persons exiting the Program to permanent housing
- f. The number of households and persons that return to homelessness after exiting the Program
- g. Units of services
- h. 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 Program 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 eligible Program activities, data reporting, other monthly performance and financial reports and federal 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, Contractor shall develop and submit performance improvement plans for County to evaluate.
- b. If County determines that Contractor falsified any certification, application information, financial, or contract report, Contractor shall be required to reimburse the full amount of the grant award to County and may be prohibited from any further participation in the Program.
- c. As requested by County, Contractor shall submit all monitoring documentation necessary to ensure that Contractor is in continued compliance with Contract requirements. Such documentation requirements and the submission deadline shall be provided by County at the time such information is requested from Contractor.

**3. Contractor's Additional Responsibilities**

- A. Contractor acknowledges that it is 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 funding source requirements.
- 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. Contractor shall train all Contractor staff of the Program on the appropriate emergency procedures in order to handle crisis situations in the most effective manner possible.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. 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 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: FAMILIES FORWARD**

Madelynn Hirneise	CEO
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Madelynn Hirneise</i> _____ <small>E15EAF175F57440...</small>	4/21/2021
	_____ 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

Brittany McLean	Deputy County Counsel
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Brittany McLean</i> _____ <small>9713A4061D4343D...</small>	4/22/2021
	_____ Date