



AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-20010823
FOR
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM
(ACTIVITY #3 – EMERGENCY HOUSING INTERVENTIONS)

This Amendment (Amendment No. 2) to Contract No. MA-042-20010823 for California Emergency Solutions and Housing Program (Activity #3 – Emergency Housing Interventions) is made and entered into upon execution of all necessary signatures between Mercy House Living Centers, Inc., a private non-profit corporation (Contractor), with a place of business at 807 N. Garfield, Santa Ana, CA 92701, 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. 19-23-0066-CESH for California Emergency Solutions and Housing Program (Activity #3 – Emergency Housing Interventions), effective November 1, 2019 through June 30, 2021, in an amount not to exceed \$205,500 (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 19-23-0066-CESH to MA-042-20010823, to delete Exhibit 1 (OC Community Resources Contract Reimbursement Policy), to replace Attachment B (Payment/Compensation) with Attachment B-1 (Payment and 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 renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to replace Attachment A with Attachment A-1 (Scope of Services), Attachment C (Budget Schedule) with Attachment C-1 (Budget Schedule) and Attachment D with Attachment D-1 (Staffing Plan).

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 \$91,819 for this renewal period, for a new amount not to exceed \$297,319; on the amended terms and conditions.
2. Attachment A 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 (Budget Schedule).

4. Attachment D of the Contract is deleted in its entirety and replaced with Attachment D-1 (Staffing Plan).
5. 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**

Mercy House Living Centers, Inc. ("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, 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 Family Care Center Navigation Center shall serve 38 households (families with minor children) for a total of 134 unduplicated persons (adults and children) with Emergency Housing Intervention services, including emergency shelter, case management, supportive services and shelter diversion ("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 their participation and enrollment in the Program.

C. Eligible Participants

Families experiencing homelessness. For the purposes of the Program, families are considered to be 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

Program funds shall be used to provide emergency services, such as operating support for emergency housing interventions as indicated in California Health and Safety Code Section 50490.4(a)(4). Services and operations shall provide persons experiencing homelessness a pathway to service connections, healthcare, housing and stability.

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 emergency housing intervention services identified in this Contract to families experiencing homelessness, including case management and connection of supportive services and housing resources through the emergency shelter

program.

A. Program Essential Requirements

Contractor shall:

1. Ensure that the Program will be in operation from 5:00 pm to 9:00 am daily and have a 24-hour contact available to County for emergency communication purposes.
2. Provide regional services described in 24 CFR 576.102 to families experiencing homelessness in Orange County.
3. Provide temporary shelter, intake assessments, case management and essential services to families experiencing homelessness 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 family household, may include, but are not limited to, the following:
 - 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 an 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
4. 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.
5. Provide case management services to eligible participants and assist them with accessing and transitioning to available housing opportunities.
6. Maintain a case management ratio of one Case Manager to 25 participants (1:25) for Program quality of services, program outcomes, and program efficacy.
7. Operate the Program in accordance with the County of Orange Standards of Care for Emergency Shelter Providers and ensure that Program policies and procedures adhere to and implement the established guidelines.
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 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; meet CES requirements of 24 CFR part 576.400(d) or 24 CFR part 578.7(a)(8) and related requirements set forth by the U.S. Department of Housing and Urban Development (HUD).

B. Administrative Management Tasks

Contractor shall:

1. Work in partnership with 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 Program activities, including unduplicated persons 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, site 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 HMIS reports pertaining to the Program. For the life of the Contract, Contractor shall meet or exceed the following performance metrics:

Navigation Center Performance Metrics	
134	Minimum number of unduplicated persons experiencing homelessness served
38	Minimum number of unduplicated households experiencing homelessness served
134	Of those served, minimum number of unduplicated persons experiencing unsheltered homelessness
38	Of those served, minimum number of unduplicated households experiencing unsheltered homelessness
120	Average length of stay (in days) for participants in Program
10%	Minimum % of participants will increase earned income at Program exit
15%	Minimum % of participants will increase cash/non-cash benefits at Program exit
40%	Minimum % of participants will exit the Program to permanent housing
40%	Minimum of % of households will exit the Program to permanent housing
100%	Of those who exit to permanent housing, % of participants who remain in permanent housing for three (3) months
80%	Of those who exit to permanent housing, minimum % of participants that return

to homelessness within six (6) months of Program exit

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 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 (20th) 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 persons experiencing homelessness served
- b. Number of households experiencing homelessness served
- c. Number of persons experiencing unsheltered homelessness served
- d. Number of households experiencing unsheltered homelessness served
- e. The average length of time persons experience homelessness before entry into the Program
- f. The length of time served during Program enrollment
- g. The number of persons exiting the Program to permanent housing
- h. The number of persons that return to homelessness after exiting the Program
- i. Units of services
- j. 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 eligible Program activities, HMIS reporting, other monthly performance and financial reports and shelter Standards of Care. 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 Program 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 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.

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ATTACHMENT C-1**BUDGET SCHEDULE****Mercy Housing Living Centers, Inc. – CESH Activity #3 Emergency Housing Interventions**

PROGRAM ADMINISTRATION COSTS	2021-2022
Salaries	\$3,120.00
Benefits	\$936.00
Services & Supplies	\$6,643.00
SUBTOTAL PROGRAM ADMINISTRATION COSTS	\$10,699.00
PROGRAM COSTS	
Salaries	\$62,400.00
Benefits	\$18,720.00
SUBTOTAL PROGRAM COSTS	\$81,120.00
TOTAL COSTS	\$91,819.00

ATTACHMENT D-1**STAFFING PLAN****Mercy Housing Living Centers, Inc. – CESH Activity #3 Emergency Housing Interventions**

	FTE
ADMINISTRATION	
Accounting Specialist	0.08
SUBTOTAL ADMINISTRATION	0.08
PROGRAM	
Logistics/Janitorial Specialist	0.94
Logistics/Janitorial Specialist	0.94
SUBTOTAL PROGRAM	1.88
TOTAL	1.96

*FTE = Full-Time Equivalent

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

The substitution or addition of staff/key personnel in any given category or classification shall be allowed only with prior written approval of the County Project Manager.

County reserves the right to involve other staff/key personnel as their services are required. The specific staff/key personnel shall be assigned based on the need and time of the service/class required. Assignment of additional staff/key personnel is subject to County approval.

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: MERCY HOUSE LIVING CENTERS, INC.

Patti Long	Associate Director
_____ Print Name	_____ Title
<small>DocuSigned by:</small> <i>Patti Long</i>	4/22/2021
<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 _____ 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>	4/23/2021
<small>9713A4061D4343D...</small>	_____ Date