

8 THIS SECOND AMENDMENT, made and entered into upon execution of all necessary
9 signatures, is to that certain AGREEMENT Number WLY0118 between the parties hereto,
10 hereinafter referred to as the “Agreement” and is by and between the COUNTY OF ORANGE,
11 hereinafter referred to as “COUNTY,” and Illumination Foundation, a California non-profit
12 corporation, hereinafter referred to as “CONTRACTOR.” This Amendment shall be administered
13 by the County of Orange Social Services Agency, hereinafter referred to as “ADMINISTRATOR.”

15 || WITNESSETH:

17 WHEREAS, on May 21, 2019, COUNTY and CONTRACTOR entered into an Agreement
18 for the provision of Housing Support Program (HSP) services, for the period of July 1, 2019
19 through June 30, 2020; and

WHEREAS, COUNTY desires to increase the maximum contractual obligation amount and revise the budget; and

22 WHEREAS, COUNTY desires to extend the term of the Agreement; and

23 WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions
24 hereinafter set forth; and

25 WHEREAS, such services are authorized and provided for pursuant to California Welfare
26 and Institutions Code Section 11200 et seq., also known as the California Work Opportunity and
27 Responsibility to Kids (CalWORKs) Act of 1997 and Senate Bill (SB) 855 (Chapter 29, Statutes
28 of 2014).

1 NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

2 1. Paragraph 1 of the Agreement is hereby amended to read as follows:

3 “1. TERM

4 The term of this Agreement shall commence on July 1, 2019, and terminate on December
5 31, 2020, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Agreement;
6 however, CONTRACTOR shall be obligated to perform such duties as would normally extend
7 beyond this term, including but not limited to obligations with respect to indemnification, audits,
8 reporting, and accounting.”

9 2. Subparagraph 20.1 of the Agreement is hereby amended to read as follows:

10 “20.1. Maximum Contractual Obligation

11 The maximum obligation of COUNTY under this Agreement shall not exceed the amount
12 of \$2,113,600 for July 1, 2019, through June 30, 2020; and the amount of \$500,000 for July 1,
13 2020, through December 31, 2020, or actual allowable costs, whichever is less.”

14 3. Subparagraph 20.3.4 of the Agreement is hereby amended to read as follows:

15 “20.3.4 Year-End and Final Claims

16 20.3.4.1 CONTRACTOR shall submit a final claim by no later than
17 February 28, 2021. Claims received after February 28th may, at ADMINISTRATOR’s sole
18 discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final
19 claim must be received, upon written notice to CONTRACTOR.

20 20.3.4.2 The basis for final settlement shall be the actual allowable
21 costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR
22 pursuant to this Agreement; limited, however, to the maximum obligation of COUNTY. In the
23 event that any overpayment has been made, COUNTY may offset the amount of the
24 overpayment against the final payment. In the event overpayment exceeds the final payment,
25 CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from
26 COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event
27 an overpayment has been made.”

28

1 4. Paragraph 1 of Exhibit A of the Agreement is hereby amended to read as follows:

2 “1. **POPULATION TO BE SERVED**

3 1.1 CONTRACTOR shall provide services to HSP Clients in the CalWORKs
4 Program that were referred by ADMINISTRATOR during the previous contract year and are
5 currently being served by CONTRACTOR.”

6 5. Paragraph 3 of Exhibit A of the Agreement is hereby amended to read as follows:

7 “3. **REFERRALS**

8 3.1 CONTRACTOR shall not discontinue the provision of HSP services to
9 Clients without discussion and concurrence by Social Services Agency (SSA).”

10 6. Paragraph 5 of Exhibit A of the Agreement is hereby amended to read as follows:

11 “5. **HOUSING SUPPORT SERVICES**

12 5.1 CONTRACTOR shall provide HSP services in accordance with all
13 CalWORKs regulations, California legislation, and COUNTY Policy.

14 5.2 COUNTY and CONTRACTOR agree that the goal of this Agreement is to
15 address the needs of homeless families in the County of Orange by providing them with rental
16 assistance that will allow them to remain in stable and permanent housing.

17 5.3 CONTRACTOR shall:

18 5.3.1 Provide services in a manner sensitive to literacy, language, and
19 sociocultural issues that may impact Clients.

20 5.3.4 Be responsive to landlords to preserve and develop partnerships for
21 future housing placements.

22 5.3.2 Ensure rent and move-in assistance is flexible and tailored to the
23 varying and changing needs of Clients while providing the assistance necessary for Clients to
24 remain in stable and permanent housing.

25 5.3.3 Provide financial assistance on an incremental or as needed basis
26 to stabilize permanent housing.

27 5.3.4 Provide integrated, coordinated, and easily accessible resources for
28 Clients.

5.3.5 Provide family-friendly and family-centered services.

5.3.6 Provide community-based and integrated services that coordinate federal, State, and community funding opportunities.

5.3.7 Identify Clients' strengths, utilizing motivational and strength-based techniques.

5.3.8 Ensure services are outcome-driven and identify indicators that accurately reflect progress towards contract deliverables as stated in Paragraph 9.

5.4 Rental and Moving Assistance

5.4.1 CONTRACTOR shall continue to provide financial assistance to cover the rental and/or utility assistance necessary to allow Clients to remain in stable and permanent housing.

5.5 Case Management Services

Contractor shall:

5.5.1 Make appropriate and time-limited services and supports available to Clients to allow them to quickly stabilize in permanent housing.

5.5.2 Monitor Clients' housing stability and be available to resolve crisis, at a minimum during the time HSP services are provided.

5.5.3 Resolve issues or conflicts that may lead to tenancy problems, such as disputes with landlords or neighbors while also helping Clients develop skills they will use to retain housing once they are no longer in the program.

5.5.4 Oversee housing inspections and rent reasonability standards.

5.5.5 Assist with the collection of documentation and support of Clients when necessary.

5.5.6 Assist with three (3) day, pay rent or quit, notices and Client related legal issues.

5.5.7 Perform housing and safety inspections and be certified as a visual assessor in accordance with Housing and Urban Development's Housing Quality Standards.

5.5.8 Leverage existing relationships with local landlords and property

1 management companies to assist Clients in resolving housing conflicts if such issues arise with
2 landlords and/or property managers.

3 5.5.9 Provide Short-Term (up to three (3) months) to Medium-Term (up
4 to six (6) months, or additional time (at ADMINISTRATOR's discretion), financial assistance,
5 housing counseling, and case management to Clients.

6 5.5.9.1 Financial assistance services shall be determined on
7 an as needed basis by each Client and shall include Short-Term to Medium-Term rental
8 subsidies, utility payments, and making the home habitable. Clients determined eligible for
9 financial assistance shall also receive housing search and placement services.

10 5.5.9.2 Clients will receive on-going case management to
11 help them meet their employment, budgeting, and financial goals to ensure their housing
12 stabilization and self-sufficiency after financial assistance is expended.

13 5.5.9.3 Case management sessions will be held at Clients'
14 place of residence or at CONTRACTOR program offices on a weekly basis or as needed.

15 5.5.9.4 After assistance is expended, follow-up case
16 management shall be provided at the thirty (30), sixty (60), and ninety (90) day intervals for up
17 to one (1) year from the date of original intervention.

18 5.5.9.5 After three (3) months of rental assistance, each
19 Clients will be reassessed to determine if further financial assistance is needed. Determining
20 factors for continued assistance include: 1) whether or not the Client still meets CalWORKs
21 program eligibility; 2) determination of continuing need; 3) anticipation of employment
22 opportunity or increased income in the prospective future; 4) program compliance; and 5) active
23 participation in case management and progress toward housing goals."

24 7. Paragraph 7 of Exhibit A of the Agreement is hereby amended to read as follows:

25 7. STAFFING REQUIREMENTS

26 7.1 CONTRACTOR shall be responsible for providing training and
27 maintaining a competent, stable, and experienced workforce to fulfill the terms of this
28 Agreement. All of CONTRACTOR's staff shall be able to read, write, speak, and understand

1 English. If Client contact is required to obtain the required documentation or provide services,
2 CONTRACTOR will be required to provide translation services for languages needed so that all
3 Clients are provided services in their primary language.

4 7.2 CONTRACTOR shall use a formal recruitment plan, which complies with
5 federal and State employment and labor regulations. CONTRACTOR shall recruit and maintain
6 trained personnel who are responsive to, and who understand the diversity of cultures among the
7 Client population to be served. CONTRACTOR shall employ staff with the appropriate
8 background, training, and experience to provide HSP Services.

9 7.3 In addition to the above requirements, CONTRACTOR shall provide, at a
10 minimum, the following staff at all times during the term of this Agreement.

11 7.3.1 Management Staff

12 7.3.1.1 Bachelor's Degree from an accredited college or
13 university, preferably in the human services field.

14 7.3.1.2 A minimum of one (1) year experience in human
15 services or related field, or experience working with homeless individuals.

16 7.3.2 Supervisory Staff

17 7.3.2.1 Bachelor's Degree from an accredited college or
18 university, preferably in the human services field.

19 7.3.2.2 A minimum of one (1) year experience in human
20 services or related field, or experience working with homeless individuals.

21 7.3.3 Direct Services Staff

22 7.3.3.1 Bachelor's Degree from an accredited college or
23 university, preferably in the human services field, or four (4) years of experience in human
24 services.

25 7.3.3.2 A minimum of one (1) year experience in human
26 services or related field, or experience working with homeless individuals.

27 7.3.4 Administrative Services Staff

28 7.3.4.1 High School diploma or equivalent, or a minimum

1 of four (4) years of relevant work experience.”

2 8. Paragraph 10 of Exhibit A of the Agreement is hereby amended to read as follows:

3 “10. **REPORTING REQUIREMENTS**

4 10.1 CONTRACTOR will immediately address attendance issues or other HSP
5 Services concerns with the affected Client. CONTRACTOR will inform CalWORKs staff
6 within twenty-four (24) hours of attendance issues or other HSP Services concerns. This will
7 allow for quick intervention and results oriented action to address the issue with Clients,
8 including positive reinforcement.

9 10.2 CONTRACTOR will provide information deemed necessary by SSA to
10 complete any State-required reports related to the services provided under this Agreement.

11 10.3 CONTRACTOR will provide, by the fifteenth (15th) calendar day of each
12 month, a status report for the preceding month, in a format approved by SSA. Data elements
13 shall include, but not limited to, the following:

14 10.3.2 Caseload movement:

15 10.3.2.1 Total number of active cases

16 10.3.2.2 Total number of cases discontinued

17 10.3.2.3 Case status at end of the month

18 10.3.3 Financial assistance expenditures

19 10.3.4 Total number of housing services provided, such as, but not limited
20 to:

21 10.3.4.1 Case management

22 10.3.4.2 Landlord engagement

23 10.3.4.4 Legal services

24 10.3.4.5 Credit repair

25 10.3.5 Status of Outcome Objectives stated in Paragraph 9 above”

26 9. Paragraph 20 of Exhibit A of the Agreement is hereby amended to read as follows:

27 “20. **BUDGET**

28 The budget for services provided for HSP Services pursuant to this Agreement is set forth

1 as follows:

2 **Annual Budget for the period of July 1, 2019 – June 30, 2020**

3	Salaries and Benefits	FTE ⁽¹⁾	Maximum Hourly Rate ⁽²⁾	Annual Budget
4	<u>DIRECT SERVICE POSITIONS⁽³⁾</u>			
5	Housing Developer	4.00	20.00	\$ <u>166,400</u>
6	SUBTOTAL DIRECT SERVICE SALARIES			\$ 166,400
7	DIRECT SERVICE BENEFITS ⁽⁴⁾ (24% TOTAL)			<u>39,936</u>
8	TOTAL DIRECT SALARIES AND BENEFITS			\$ 206,336
9	<u>ADMINISTRATIVE POSITIONS⁽⁵⁾</u>			
10	Program Manager	1.00	24.00	\$49,920
11	Case Manager	3.00	20.00	124,800
12	Referral Coordinator	1.00	19.00	39,520
13	Director of Housing	0.30	39.90	24,898
14	Manager of Housing	0.50	28.84	29,994
15	Director of Finance	0.10	33.00	6,864
16	HR Administrator	0.10	28.84	5,999
17	Accounting Assistant	0.40	22.00	18,304
18	Controller	0.10	43.27	9,000
19	COO	0.10	74.52	<u>15,500</u>
20	SUBTOTAL ADMINISTRATIVE SALARIES			\$ 324,799
21	ADMINISTRATIVE SERVICE BENEFITS ⁽⁴⁾ (24% TOTAL)			<u>77,952</u>
22	TOTAL ADMINISTRATIVE SALARIES AND BENEFITS			<u>\$ 402,751</u>
23	TOTAL ALL SALARIES AND BENEFITS			
24				\$ 609,087
25	<u>SUPPLIES</u>			
26	Telephone			5,000
27	Mileage/Travel ⁽⁵⁾			<u>4,000</u>
28	SUBTOTAL SUPPLIES			\$ 9,000
29	<u>DIRECT FINANCIAL ASSISTANCE</u>			
30	Security Deposit Assistance			\$ 273,697
31	Home Furnishing Assistance			144,320
32	Utilities Assistance			18,500
33	Temporary Housing ⁽⁶⁾			111,000
34	Short-Term Assistance ⁽⁷⁾			568,541
35	Medium-Term Assistance ⁽⁸⁾			<u>\$ 357,555</u>

1	SUBTOTAL DIRECT FINANCIAL ASSISTANCE	<u>\$ 1,473,613</u>
2	<u>OPERATING EXPENSES</u>	
3	Insurance	\$4,500
4	Utilities	6,000
5	CRM Subscription	2,400
6	Facilities Rental/Lease	6,000
7	Printer Equipment Services	<u>3,000</u>
8	SUBTOTAL OPERATING EXPENSES	\$ 21,900
9	<u>TOTAL SUPPLIES, DIRECT FINANCIAL ASSISTANCE, AND</u>	
10	<u>OPERATING EXPENSES</u>	\$ 1,504,513
11	<u>TOTAL LINE ITEM BUDGET</u>	\$ 2,113,600
12	<u>MAXIMUM OBLIGATION FOR JULY 1, 2019 TO JUNE 30, 2020</u>	\$ 2,113,600

12 **Annual Budget for the period of July 1, 2020 – December 31, 2020**

13	14	15	<u>Max</u>	16	
	<u>Salaries and Benefits</u>		<u>FTE⁽¹⁾</u>	<u>Hourly</u>	<u>Annual</u>
				<u>Rate⁽²⁾</u>	<u>Budget</u>
16	<u>DIRECT SERVICE POSITIONS⁽³⁾</u>				
17	Housing Developer		2.00	23.00	\$48,000
18	SUBTOTAL DIRECT SERVICE SALARIES				48,000
19	DIRECT SERVICE BENEFITS ⁽⁴⁾ (24% TOTAL)				<u>11,520</u>
20	TOTAL DIRECT SALARIES AND BENEFITS				\$59,520
21	<u>ADMINISTRATIVE POSITIONS⁽⁵⁾</u>				
22	Program Manager		1.00	26.00	\$27,000
23	Case Manager		4.00	21.00	67,326
24	Director of Housing		0.30	39.90	10,650
25	Manager of Housing		0.50	28.84	15,600
26	Director of Finance		0.10	33.00	3,000
27	Accounting Assistant		0.40	22.00	9,000
28	CFO		0.10	62.50	6,600

1	COO	0.10	74.52	<u>7,800</u>
2	SUBTOTAL ADMINISTRATIVE SALARIES			\$146,976
3	ADMINISTRATIVE SERVICE BENEFITS ⁽⁴⁾ (24%			
4	TOTAL)			<u>35,274</u>
5	TOTAL ADMINISTRATIVE SALARIES AND			
6	BENEFITS			<u>\$182,250</u>
7	TOTAL ALL SALARIES AND BENEFITS			<u>\$241,770</u>
8				
9	<u>SUPPLIES</u>			
10	Telephone			\$2,500
11	Mileage/Travel ⁽⁶⁾			<u>2,000</u>
12	SUBTOTAL SUPPLIES			<u>\$4,500</u>
13				
14	<u>DIRECT FINANCIAL ASSISTANCE</u>			
15	Home Furnishing Assistance			\$5,000
16	Short-Term Assistance ⁽⁷⁾			95,650
17	Medium-Term Assistance ⁽⁸⁾			<u>145,000</u>
18	SUBTOTAL DIRECT FINANCIAL ASSISTANCE			<u>\$245,650</u>
19				
20	<u>OPERATING EXPENSES</u>			
21	Insurance			\$2,000
22	Utilities			1,580
23	Facilities Rental/Lease			3,000
24	Printer equipment services			<u>1,500</u>
25	SUBTOTAL OPERATING EXPENSES			<u>\$8,080</u>
26				
27	TOTAL SUPPLIES, DIRECT FINANCIAL			\$258,230
28	ASSISTANCE, AND OPERATING EXPENSES			
	<u>TOTAL LINE ITEM BUDGET</u>			<u>\$500,000</u>

1
2 **MAXIMUM OBLIGATION FOR JULY 1, 2020 TO** **\$500,000**
3 **DECEMBER 31, 2020**

4
5 (1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time
6 (stated as a percentage) the position will be providing services under the terms of this Agreement.
7 This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as
8 the amount of time (stated as a percentage) the position will be paid for under the terms of this
9 Agreement, regardless of the number of hours actually worked.

10 (2) Maximum hourly rate which will be permitted during the term of this Agreement;
11 employees may be paid at less than maximum hourly rate.

12 (3) Direct Service positions are defined as those staff that provides face to face contact
13 with Clients. All direct staff positions are to be compensated hourly. For budget funding
14 purposes, direct staff positions do not include case management positions.

15 (4) Employee Benefits include contributions to health insurance; payroll taxes such as
16 FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax,
17 based on the currently prevailing rates.

18 (5) Administrative costs are defined as those costs not solely related to direct services to
19 Clients, supervision and program costs (e.g., executive director oversight, technology services,
20 accounting, payroll, etc.) shall be held to no more than forty percent (40%) of total gross
21 program costs. The cost of case management staff/functions is to be included in the forty percent
22 (40%) administrative cost limit.

23 (6) Mileage is limited to the amount allowed by IRS and travel and costs for training are
24 part of funds provided through this Agreement. Travel costs will be in accordance with 41 CFR
25 Chapter 301 Federal Travel Regulation; Maximum Per Diem Rates, Final Rules. Travel must be
26 approved in advance by ADMINISTRATOR. CONTRACTOR shall be reimbursed for actual
27 expenses of lodging, up to the maximum allowed in CFR Title 41 Chapter 301, Travel
28 Allowances. CONTRACTOR shall be reimbursed for per diem rate paid to employees for meals
and incidental expenses incurred during travel, up to the maximum allowed in CFR 41 Chapter

1 301, Travel Allowances.

2 (7) Short-Term Assistance is for up to three (3) months per household or additional time at
3 ADMINISTRATOR's discretion.

4 (8) Medium-Term Assistance is for up to six (6) months per household, or additional time
5 at ADMINISTRATOR's discretion.

6 20.1 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
7 notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE
8 positions without changing COUNTY's maximum obligation as stated in Subparagraph 20.1 of
9 this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in
10 accordance with Subparagraph 41.4 of this Agreement, in the event ADMINISTRATOR reduces
11 the maximum obligation as stated in Subparagraph 20.1, CONTRACTOR and
12 ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as
13 set forth in this Exhibit."

14 10. All other terms and conditions of the Agreement shall remain the same and in full force
15 and effect.

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 WHEREFORE, the parties hereto have executed this Second Amendment to Agreement
2 dated July 1, 2020, in the County of Orange, California.

3
4 By: Pooja Bhalla
5 POOJA BHALLA
6 CHIEF OPERATING OFFICER
ILLUMINATION FOUNDATION

3
4 By: _____
5 CHAIRWOMAN
6 OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

7 Dated: 5/20/20

7 Dated: _____

9 SIGNED AND CERTIFIED THAT A COPY OF
10 THIS DOCUMENT HAS BEEN DELIVERED TO
11 THE CHAIRMAN OF THE BOARD
ATTEST:

12
13
14 ROBIN STIELER
15 Clerk of the Board
16 Orange County, California

17 APPROVED AS TO FORM
18 COUNTY COUNSEL
19 COUNTY OF ORANGE, CALIFORNIA

20 By: Carolyn S. Frost
21 DEPUTY

22 Dated: 05/21/20