

SECOND AMENDMENT TO AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

ILLUMINATION FOUNDATION

FOR THE PROVISION OF HOUSING SUPPORT PROGRAM SERVICES

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

W I T N E S S E T H:

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

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

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

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

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

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

“1. POPULATION TO BE SERVED

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

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

“3. REFFERALS

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

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

“5. HOUSING SUPPORT SERVICES

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

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

5.3 CONTRACTOR shall:

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

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

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

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

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

1 5.3.5 Provide family-friendly and family-centered services.

2 5.3.6 Provide community-based and integrated services that coordinate  
3 federal, State, and community funding opportunities.

4 5.3.7 Identify Clients' strengths, utilizing motivational and strength-  
5 based techniques.

6 5.3.8 Ensure services are outcome-driven and identify indicators that  
7 accurately reflect progress towards contract deliverables as stated in Paragraph 9.

8 5.4 Rental and Moving Assistance

9 5.4.1 CONTRACTOR shall continue to provide financial assistance to  
10 cover the rental and/or utility assistance necessary to allow Clients to remain in stable and  
11 permanent housing.

12 5.5 Case Management Services

13 Contractor shall:

14 5.5.1 Make appropriate and time-limited services and supports available  
15 to Clients to allow them to quickly stabilize in permanent housing.

16 5.5.2 Monitor Clients' housing stability and be available to resolve  
17 crisis, at a minimum during the time HSP services are provided.

18 5.5.3 Resolve issues or conflicts that may lead to tenancy problems, such  
19 as disputes with landlords or neighbors while also helping Clients develop skills they will use to  
20 retain housing once they are no longer in the program.

21 5.5.4 Oversee housing inspections and rent reasonability standards.

22 5.5.5 Assist with the collection of documentation and support of Clients  
23 when necessary.

24 5.5.6 Assist with three (3) day, pay rent or quit, notices and Client  
25 related legal issues.

26 5.5.7 Perform housing and safety inspections and be certified as a visual  
27 assessor in accordance with Housing and Urban Development's Housing Quality Standards.

28 5.5.8 Leverage existing relationships with local landlords and property

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

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

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

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

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

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

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

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

"7. STAFFING REQUIREMENTS

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

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

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

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

7.3.1 Management Staff

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

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

7.3.2 Supervisory Staff

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

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

7.3.3 Direct Services Staff

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

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

7.3.4 Administrative Services Staff

7.3.4.1 High School diploma or equivalent, or a minimum

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

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

“10. REPORTING REQUIREMENTS

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

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

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

10.3.2 Caseload movement:

10.3.2.1 Total number of active cases

10.3.2.2 Total number of cases discontinued

10.3.2.3 Case status at end of the month

10.3.3 Financial assistance expenditures

10.3.4 Total number of housing services provided, such as, but not limited

to:

10.3.4.1 Case management

10.3.4.2 Landlord engagement

10.3.4.4 Legal services

10.3.4.5 Credit repair

10.3.5 Status of Outcome Objectives stated in Paragraph 9 above”

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

“20. BUDGET

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

as follows:

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

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



1	SUBTOTAL DIRECT FINANCIAL ASSISTANCE	\$ 1,473,613
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	<b>TOTAL SUPPLIES, DIRECT FINANCIAL ASSISTANCE, AND OPERATING EXPENSES</b>	\$ 1,504,513
10	<b>TOTAL LINE ITEM BUDGET</b>	\$ 2,113,600
11	<b>MAXIMUM OBLIGATION FOR JULY 1, 2019 TO JUNE 30, 2020</b>	\$ 2,113,600

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

	<u>Salaries and Benefits</u>	<u>FTE<sup>(1)</sup></u>	<u>Max Hourly Rate<sup>(2)</sup></u>	<u>Annual Budget</u>
13	<b><u>DIRECT SERVICE POSITIONS<sup>(3)</sup></u></b>			
14	Housing Developer	2.00	23.00	\$48,000
15	SUBTOTAL DIRECT SERVICE SALARIES			48,000
16	DIRECT SERVICE BENEFITS <sup>(4)</sup> (24% TOTAL)			<u>11,520</u>
17	TOTAL DIRECT SALARIES AND BENEFITS			<b>\$59,520</b>
18	<b><u>ADMINISTRATIVE POSITIONS<sup>0</sup></u></b>			
19	Program Manager	1.00	26.00	\$27,000
20	Case Manager	4.00	21.00	67,326
21	Director of Housing	0.30	39.90	10,650
22	Manager of Housing	0.50	28.84	15,600
23	Director of Finance	0.10	33.00	3,000
24	Accounting Assistant	0.40	22.00	9,000
25	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 <sup>(4)</sup> (24%			
4	TOTAL)			<u>35,274</u>
5	TOTAL ADMINISTRATIVE SALARIES AND			
6	BENEFITS			<b>\$182,250</b>
7	TOTAL ALL SALARIES AND BENEFITS			<b>\$241,770</b>
8				
9	<b><u>SUPPLIES</u></b>			
10	Telephone			\$2,500
11	Mileage/Travel <sup>(6)</sup>			<u>2,000</u>
12	SUBTOTAL SUPPLIES			\$4,500
13				
14	<b><u>DIRECT FINANCIAL ASSISTANCE</u></b>			
15	Home Furnishing Assistance			\$5,000
16	Short-Term Assistance <sup>(7)</sup>			95,650
17	Medium-Term Assistance <sup>(8)</sup>			<u>145,000</u>
18	SUBTOTAL DIRECT FINANCIAL ASSISTANCE			<b>\$245,650</b>
19				
20	<b><u>OPERATING EXPENSES</u></b>			
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			\$8,080
26	TOTAL SUPPLIES, DIRECT FINANCIAL			
27	ASSISTANCE, AND OPERATING EXPENSES			\$258,230
28	<b>TOTAL LINE ITEM BUDGET</b>			<b>\$500,000</b>

**MAXIMUM OBLIGATION FOR JULY 1, 2020 TO  
DECEMBER 31, 2020**

**\$500,000**

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

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

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

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

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

(6) Mileage is limited to the amount allowed by IRS and travel and costs for training are part of funds provided through this Agreement. Travel costs will be in accordance with 41 CFR Chapter 301 Federal Travel Regulation; Maximum Per Diem Rates, Final Rules. Travel must be approved in advance by ADMINISTRATOR. CONTRACTOR shall be reimbursed for actual expenses of lodging, up to the maximum allowed in CFR Title 41 Chapter 301, Travel 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.

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

By: Pooja Bhalla  
POOJA BHALLA  
CHIEF OPERATING OFFICER  
ILLUMINATION FOUNDATION

By: \_\_\_\_\_  
CHAIRWOMAN  
OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

Dated: 5/20/20

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: Carolyn S. Frost  
DEPUTY

Dated: 05/21/20