



**AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-20010819
FOR
EMERGENCY SOLUTIONS GRANT (CFDA#14.231) – RAPID REHOUSING SERVICES**

This Amendment (Amendment No. 3) 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 and to amend specific terms and conditions in the Contract; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to renew the Contract for one year, renewable for two additional one-year terms, and amend Attachments A, B and C, 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, 2020 through June 30, 2021, in an amount not to exceed \$240,075 for this renewal period, for a revised cumulative total amount not to exceed \$469,989; on the amended terms and conditions
2. Attachment A Scope of Services 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 Staffing Plan of the Contract is deleted in its entirety and replaced with Attachment D-1 Staffing Plan.

This Amendment No. 3 modifies the Contract and Amendments No. 1 and No. 2, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3, Amendment No. 1, Amendment No. 2 and the Contract, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including Amendment No. 1 and No. 2, not specifically changed by this Amendment No. 3, remain in full force and effect.

ATTACHMENT A-1 Scope of Services

1. Scope of Services Summary

A. Activities:

Mercy House Living Centers, Inc., hereinafter referred to as “Subrecipient” shall perform all services set forth herein; and is responsible for administering the program funded with the California Emergency Solutions Grant Program (“State ESG”) funds, as described as follows, in a manner satisfactory to the County of Orange and consistent with any standards required as a condition of providing State ESG funds including but not limited to 25 CCR 8409.

The HEARTH Act, enacted into law on May 20, 2009, consolidated three homeless assistance programs, administered by 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 Emergency Solutions Grant with funding received from the United States Department of Housing and Urban Development (HUD).

State ESG is designed to accomplish the following:

1. Align State ESG with federal ESG and the Homeless Emergency Assistance and Rapid Transition to Housing (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

Subrecipient's 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 CFR §576.104-106.

C. Eligible Participants

Subrecipient shall provide services to homeless persons as defined in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act (the Act) (see 42 U.S.C. 11302, et esq., 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 re-housing 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. The rapid re-housing 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.

2. **Subrecipient Programmatic Responsibilities/ Description of Services**

In addition to the normal administrative services required as part of the Contract, and the Scope of Services, which is incorporated as if fully set herein, the Subrecipient agrees to meet the following levels of accomplishments:

A. Program Essential Requirements

The Program shall meet the County's need to provide rental assistance and housing relocation and stabilization services identified in this Contract to those experiencing homelessness through evaluation of needs and connection to resources. For the life of the Contract, Subrecipient shall meet or exceed the following performance metrics:

1. Total number of assisted units/beds:

The Mercy House Rapid Rehousing Program shall support twenty-three (23) unduplicated households for an estimated sixty (60) unduplicated individuals over a one year period, the initial term of this Contract.

2. Total number of extremely low-income households (at or below 30% of AMI) to be served:

100% of households served will be extremely low-income which includes 23 households for the term of this Contract.

3. Total number of persons experiencing homelessness to be served:

The minimum total number of persons experiencing homelessness to be served is 60 unduplicated individuals for the term of this Contract.

4. Subrecipient 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. Utilize and participate in the County Coordinated Entry System (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. Program Performance Measures

Performance criteria shall be used to assess the level of performance of the Subrecipient and considered by County of Orange when determining future funding. In order to be considered in compliance with the performance criteria, the Subrecipient must submit to OC Health Care Agency a request for reimbursement which demonstrates that Subrecipient 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 Subrecipient.

The table below summarizes the performance criteria the Contract will be measured against. The County will also monitor performance using the available Homeless Management Information System (HMIS) reports pertaining to the Program. For the life of the Contract, Subrecipient 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

C. Minimum Requirement Thresholds

The following “Performance and Expenditure Threshold” criteria shall be used to assess the level of performance of the Subrecipient. Furthermore, the criteria will be considered by County of Orange when determining future funding. In order to be considered in compliance with the performance threshold criteria, the Subrecipient must, on or before the required milestone date, submit to OC Health Care Agency a request for reimbursement which demonstrates that Subrecipient has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the Director.

*Milestone Date	Minimum Required Expenditure and Performance Thresholds
December 1, 2020	50% of Contracted Amount Expended
December 1, 2020	50% of Proposed Accomplishments Met
February 28, 2021	70% of Contracted Amount Expended
February 28, 2021	70% of Proposed Accomplishments Met
April 30, 2021	80% of Contracted Amount Expended
April 30, 2021	80% of Proposed Accomplishments Met

*The required milestone dates are established to comply with state and federal requirements.

Failure to achieve at least the aforementioned 50% drawdown, without written exception approved by the Director, may cause any remaining balance in this Contract to be reclaimed by County, and will negatively affect future funding to Subrecipient. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the Director, may cause any remaining balance in this Contract to be reclaimed by County, and will impact future funding to Subrecipient.

D. Eligible Populations to be Served

Assistance will be available for persons who meet each of the following:

1. Persons who are Literally Homeless, Imminently Homeless, or who are Fleeing or Attempting to Flee Domestic Violence according to the definitions below:

- a. A household who lacks a fixed, regular, and adequate nighttime residence, meaning; sleeping in a place not designed for, or not ordinarily used as, a regular sleeping accommodation, including a car, a park, an abandoned building, a bus or train station, an airport, or a campground. Priority must be given to this subpopulation.
 - b. Living in a shelter designated to provide temporary living arrangements, including congregate shelters, hotels/motels paid for by charitable organizations, or federal/state/local government programs; or
 - c. A household that will imminently lose their primary nighttime residence within fourteen (14) days; or
 - d. A household who is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or other dangerous or life threatening conditions related to violence, who:
 - e. Have no identified subsequent residence; and
 - f. Lack the resources and support networks needed to obtain other permanent housing;
 - g. Households with incomes at or below 30% AMI.
 - h. Assistance must be available and accessible to persons County-wide.
2. The minimum eligibility criteria for State ESG participants are as follows:
- a. For essential services related to street outreach, participants must meet the criteria under paragraph (1)(i) of the “homeless” definition under 24 CFR §576.2;
 - b. For emergency shelter, participants must meet the “homeless” definition in 24 CFR §576.2; and
 - c. For essential services related to emergency shelter, participants must be “homeless” and staying in an emergency shelter (which could include a day shelter).

Homeless subpopulations, including, but not limited to, chronically homeless individuals, veterans, developmentally disabled individuals, and victims of domestic violence, who meet the aforementioned minimum eligibility criteria may be served with State ESG funds.

Note: State regulations prohibit subpopulation targeting with ESG funds in homeless prevention and rapid re-housing programs.

3. **Subrecipient’s Administrative Responsibilities**

A. HMIS Data Activities

Subrecipient shall enter data directly into the HMIS system, and adhere to all implementation guidelines developed under the County of Orange Continuum of

Care's Homeless Management Information System (HMIS). Participation includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated monthly and close-out reports.

1. Subrecipient shall input the collected data no more than the required number of calendar days after date of program entry as set forth by the Continuum of Care's HMIS Policies and Procedures.
2. Subrecipient's services rendered to clients must be entered into HMIS within the required number of calendar days from date of service as set forth by the HMIS Policies and Procedures.
3. Subrecipient's clients who exit from Program shall have updated status in HMIS within the required calendar days of the actual exit date as set forth by the HMIS Policies and Procedures.

B. Reporting

Subrecipient is required to submit monthly County-approved reports in a format acceptable to County by the seventh (7) day of the following month of services rendered, unless otherwise approved by County. These reports shall include, but are not limited to:

1. Subrecipient shall report eligible activities and data sets such as
 - a. Number of homeless persons served
 - b. Number of unsheltered homeless persons served
 - c. The average length of time spent as homeless before entry into the program
 - d. The length of time served during program enrollment
 - e. The number of homeless persons 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
 - i. Additional program-level data as required by County to meet other applicable reporting or audit requirements
2. Subrecipient will also be required to enter the data in the County designated database system, HMIS prior to approval of monthly invoices.
3. Data and due dates for the monthly reports will be items mutually agreed upon with the County and data collected through HMIS or comparable database.

C. Technical Assistance and Monitoring

1. County shall actively partner with Subrecipient 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.
2. County will monitor the performance of the Subrecipient according to the terms of this Contract and when County deems appropriate.
 3. County will monitor the performance of Subrecipient based on the performance measures outlined in the Subrecipient's RFP 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.B. and 2.C. of this Attachment, the Subrecipient will develop and submit performance improvement plans for County to evaluate.
 4. If it is determined that Subrecipient falsified any certification, application information, financial, or contract report, the Subrecipient 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.
 5. As requested by County, the Subrecipient shall submit all ESG monitoring documentation necessary to ensure that Subrecipient 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 Subrecipient.
- D. Subrecipient acknowledges that they are required to collaborate with Orange County Continuum of Care and other homeless services agencies, including the participation of the Coordinated Entry system for Emergency Shelter services, as applicable.
- E. Subrecipient shall comply with all State of California and local regulations including all requirements, and regulations of the State ESG Program, as applicable.
- F. Subrecipient 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. The first reaction for any emergency situation would be to call 9-1-1. Subrecipient 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.

ATTACHMENT C-1 Budget Schedule**Subrecipient's Cost Proposal****Mercy House Living Centers, Inc.****State ESG Rapid Rehousing Program – FY 2020-21**

Budget and Matching Funds Mercy House – Rapid Rehousing		
Operating Costs	Funds Requested	Match
Rapid Rehousing – Housing Relocation and Stabilization (Staff Costs)	\$40,000	\$229,116
Rapid Rehousing – Housing Relocation and Stabilization (Non-Staff Costs)	\$46,000	
Rapid Rehousing – Short and Medium Term Rental Assistance (Non-Staff Costs)	\$141,116	
HMIS Data Collection and Reporting (Staff Costs)	\$4,800	\$2,800
Administration (Staff Costs)	\$8,159	\$8,159
Sub-Total	\$240,075	\$240,075
Total	\$480,150	

ATTACHMENT D-1 Staffing Plan**Staffing Plan****State ESG Rapid Rehousing Program****Mercy House Living Centers, Inc. FY 2020-21**

FTE	Title	Activity	Description
.15	HPRP Program Manager	RRH	Oversees program budgets and case management staff for HPRP programs.
.75	Housing Stability Specialist	RRH	Provides housing stabilization and case management to Rapid Rehousing clients
.08	Data Specialists	HMIS	Responsible for data collection and entry of client enrollments and services into HMIS.

***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.

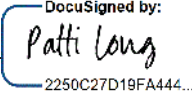
The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. 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.

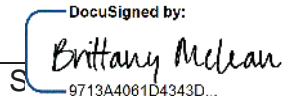
Patti Long	Associate Director
Print Name	Title
	4/17/2020
2250C27D19FA444...	Date
Print Name	Title
Signature	Date

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Print Name	Title
Signature	Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Brittany McLean	Deputy County Counsel
Print Name	Title
	4/17/2020
9713A4081D4343D...	Date